

UNOFFICIAL COPY



Doc#: 0523827049 Fee: \$100.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/26/2005 02:46 PM Pg: 1 of 39



When recorded, return to:

Keith H. Mullen, Esq.
Winstead Sechrest & Minick P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 75270

MODIFICATION AGREEMENT

This MODIFICATION AGREEMENT (this "Agreement") is executed on the date(s) set forth in the acknowledgments below to be effective as of August 11, 2005, by and among (i) ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation, SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation, and TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation (individually, a "Co-Lender" and collectively, the "Co-Lenders"), (ii) AEGON USA REALTY ADVISORS, INC., an Iowa corporation ("Master Servicer") as Master Servicer under that certain Co-Lending and Security Agreement dated September 1, 2004 by and among the Co-Lenders and Master Servicer, pertaining to the Loan (hereinafter defined) (such agreement together with any amendments, restatements, replacements, modifications and assignments thereof, the "Co-Lender Agreement"), (iii) TRANSWESTERN GREAT LAKES, L.P., a Delaware limited partnership ("Borrower"), and (iv) TRANSWESTERN GREAT LAKES GP, L.L.C., a Maryland limited liability company, and ASLAN REALTY PARTNERS II, L.P., an Illinois limited partnership (individually a "Guarantor" and collectively, the "Guarantors").

1. RECITALS

A. Co-Lenders made a loan (the "Original Loan") to Borrower on September 1, 2004, in the original stated principal amount of ONE HUNDRED NINETY-THREE MILLION AND NO/100 DOLLARS (\$193,000,000.00).

UNOFFICIAL COPY

B. Co-Lenders, Master Servicer and Borrower executed that certain Loan Agreement ("Loan Agreement") dated September 1, 2004, pertaining to the Loan.

C. The Original Loan is evidenced by the five (5) following promissory notes (each, a "Note" and collectively, the "Notes"), the combined principal amounts of which equal the amount of the Original Loan:

- (i) that certain Secured Promissory Note, dated of even date herewith, from Borrower payable to the order of ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation, in the original principal amount of THIRTY-THREE MILLION SEVEN HUNDRED NINETY THOUSAND FOUR HUNDRED SIXTY-FIVE and No/100 Dollars (\$33,790,465.00) (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note A");
- (ii) that certain Secured Promissory Note, dated of even date herewith, from Borrower payable to the order of ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation, in the original principal amount of THIRTY-EIGHT MILLION SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY-SIX and No/100 Dollars (\$38,705,686.00) (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note B");
- (iii) that certain Secured Promissory Note, dated of even date herewith, from Borrower payable to the order of SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation, in the original principal amount of FORTY-TWO MILLION FIVE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE and No/100 Dollars (\$42,523,849.00) (the "Original Note C");
- (iv) that certain Secured Promissory Note, dated of even date herewith, from Borrower payable to the order of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, in the original principal amount of TWENTY-FOUR MILLION and No/100 Dollars (\$24,000,000.00) (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note D"); and
- (v) that certain Secured Promissory Note, dated of even date herewith, from Borrower payable to the order of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, in the original principal amount of FIFTY-THREE MILLION NINE HUNDRED EIGHTY THOUSAND and No/100 Dollars (\$53,980,000.00) (the "Original Note E").

D. Borrower executed and delivered those certain lien instruments as more particularly described on Exhibit A attached hereto and incorporated herein for all purposes (individually, a "Lien Instrument" and collectively, the "Lien Instruments") covering the real

UNOFFICIAL COPY

property described in Exhibit B attached hereto and incorporated herein for all purposes, together with all improvements, appurtenances, other properties (whether real or personal), rights and interests described in and encumbered by the Lien Instruments (each tract a "Parcel", collectively, the "Property"), to secure the payment of the Notes and performance by Borrower of the other obligations set forth in the Loan Documents (hereinafter defined). Capitalized terms used in this Agreement and not otherwise defined have the meanings given to them in the Lien Instruments.

E. Borrower executed and delivered those certain Absolute Assignments of Leases and Rents as more particularly described on Exhibit C attached hereto and incorporated herein for all purposes (individually, an "Assignment" and collectively, the "Assignments").

F. Borrower caused Guarantors to execute and deliver to Master Servicer (in accordance with the Co-Lender Agreement) that certain Carveout Guarantee and Indemnity Agreement dated September 1, 2004 (the "Carveout Guarantee").

G. Co-Lenders, Master Servicer and Borrower now propose to (i) modify certain of the terms and provisions of the Loan Agreement, the Assignments, the Notes, the Lien Instruments and the other related documents executed by Borrower or third parties governing, pertaining to, evidencing or securing the Loan; (ii) increase the amount of the Loan by \$20,000,000.00 (the "Loan Increase") to \$213,000,000.00, such increase evidenced by amending and restating (A) Original Note C to increase the stated principal amount from \$42,523,849.00 to \$54,523,849.00, and (B) Original Note E to increase the stated principal amount from \$53,980,000.00 to \$61,980,000.00; (iii) set forth certain other provisions with respect to such Loan Increase in that certain Letter Agreement Regarding Additional Funding of even date herewith (the "Letter Agreement"); (iv) cause Guarantors to execute and deliver to Master Servicer that certain Additional Funding Guarantee dated of even date herewith (the "Additional Funding Guarantee") and that certain Completion Guarantee dated of even date herewith (the "Completion Guarantee"); and (v) execute certain other documents with respect to the Loan Increase.

H. These Recitals shall be construed as part of this Agreement.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Co-Lenders, Master Servicer, Borrower and Guarantors hereby agree as follows:

2. GRANT

If the increase in Note C and Note E and the Loan Increase are ever deemed or construed not to constitute a debt or obligation which is included within the scope of the further indebtedness provision in the definition of Indebtedness in each Lien Instrument, then Borrower, Co-Lenders and Master Servicer hereby agree that, from and after the date hereof, the lien of each Lien Instrument shall secure the payment of the aggregate amount of the Loan and Notes as increased. To effectuate same, Borrower by these presents

UNOFFICIAL COPY

mortgages, grants, bargains, warrants, conveys, alienates, releases, assigns, sets over and confirms to Master Servicer, and to its successors and assigns forever, all of Borrower's existing and after acquired interests in the Real Property.

3. AMENDMENTS

Effective as of the date hereof, each Lien Instrument and each Assignment are hereby amended and modified as follows:

(a) Recital A of each Lien Instrument and of each Assignment is hereby deleted in its entirety and replaced with the following:

"A. Under the terms of a commercial Loan Application/Commitment dated June 10, 2004 (the "Original Commitment"), Co-Lenders made a mortgage loan (the "Original Loan") to Transwestern Great Lakes, L.P., a Delaware limited partnership ("Borrower"), in the original stated principal amount of ONE HUNDRED NINETY-THREE MILLION AND NO/100 DOLLARS (\$193,000,000.00). Under the terms of a \$20,000,000.00 Additional Funding Loan Application/Commitment dated April 12, 2005 (the "Additional Commitment") (the Original Commitment and the Additional Commitment collectively referred to as the "Commitment"), Co-Lenders advanced additional funds in the amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) (the "Advance") (the Original Loan and the Advance collectively referred to as the "Loan") which Loan is evidenced by the following five promissory notes (such notes, together with any amendments, restatements, replacements, modifications and assignments thereof, collectively and separately referred to as the "Notes");

(i) two secured promissory notes each dated September 1, 2004 from Borrower, as "Maker," in the stated principal amount of (a) THIRTY-THREE MILLION SEVEN HUNDRED NINETY THOUSAND FOUR HUNDRED SIXTY-FIVE AND NO/100 DOLLARS (\$33,790,465.00) payable to ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation, as "Payee" (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note A"), and (b) THIRTY-EIGHT MILLION SEVEN HUNDRED FIVE THOUSAND SIX HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$38,705,686.00) payable to ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation, as "Payee", (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note B");

UNOFFICIAL COPY

(ii) one amended and restated secured promissory note dated August 11, 2005 herewith from Borrower as "Maker" in the stated principal amount of FIFTY-FOUR MILLION FIVE HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED FORTY-NINE AND NO/100 DOLLARS (\$54,523,849.00) payable to SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation, as "Payee" (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note C") (Note A, Note B and Note C are collectively, the "ING Notes");

(iii) one secured promissory note dated September 1, 2004 from Borrower, as "Maker," in the stated principal amount of TWENTY-FOUR MILLION AND NO/100 DOLLARS (\$24,000,000.00) payable to TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, as "Payee" (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note D"); and

(iv) one amended and restated secured promissory note dated August 11, 2005 from Borrower as "Maker" in the stated principal amount of SIXTY-ONE MILLION NINE HUNDRED EIGHTY THOUSAND AND NO/100 DOLLARS (\$61,980,000.00) payable to TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, as "Payee" (such note, as amended, restated, replaced, modified and assigned from time to time, hereinafter referred to as the "Note E") (Note D and Note E are collectively, the "Aegon Notes").

(b) All references in each Lien Instrument and each Assignment to "\$193,000,000.00" is hereby replaced with "\$213,000,000.00."

(c) Section 3, Defined Terms, of each Lien Instrument is hereby amended by adding the following definitions:

"Additional Funding Guarantee" means that certain Additional Funding Guarantee executed by Carveout Obligors and dated August 11, 2005, together with any amendments, restatements, replacements, modifications and assignments thereof.

"Completion Guarantee" means that certain Completion Guarantee executed by Carveout Obligors and dated August 11, 2005, together with any amendments, restatements, replacements, modifications and assignments thereof.

"Letter Agreement" means that certain Letter Agreement Regarding Additional Funding dated effective as of August 11, 2005 by and among Borrower, Master Servicer, Co-Lenders and Carveout Obligors.

UNOFFICIAL COPY

"Recourse Amount for the Additional Funding" means Borrower's personal liability for the obligations described as "Guaranteed Obligations" in the Additional Funding Guarantee; such obligations shall be subject to reduction and release in the same manner as set forth in Section 8 of the Additional Funding Guarantee.

"Recourse Liability for the Completion of Construction" means Borrower's personal liability for the obligations described as "Guaranteed Obligations" in the Completion Guarantee; such obligations shall be subject to reduction and release in the same manner as set forth in Section 8 of the Completion Guarantee.

(d) Section 3, Defined Terms, of each Lien Instrument and Section 3.11 of each Assignment are hereby amended by deleting the definition of "Loan Agreement" and replacing such definition with the following:

"Loan Agreement" means that certain Loan Agreement dated September 1, 2004 by and among Borrower, Co-Lenders and Master Servicer, governing the Loan and secured, inter alia, by the liens created by this Mortgage and the other Mortgages, as such agreement has been modified by the Letter Agreement and as same may hereafter be amended, restated, supplemented or modified from time to time."

(e) The first paragraph (beginning with "Master Servicer agrees" and ending with "of the Loan Agreement.") of Section 21, Exculpation Clause and Carveout Obligations, is hereby deleted in its entirety and replaced with the following:

"Master Servicer agrees that it shall not seek to enforce any monetary judgment with respect to the indebtedness evidenced by the Notes or the other Loan Documents against Borrower except through recourse to the Property, unless the obligation from which the judgment arises is (i) one of the "Carveout Obligations" defined in Section 8 of the Loan Agreement, (ii) the Recourse Amount for the Additional Funding, or (iii) the Recourse Liability for the Completion of Construction (the items described in clauses (i) through (iii) are hereinafter referred to as the "Borrower's Limited Recourse Obligations")."

(f) Section 21, Exculpation Clause and Carveout Obligations, is hereby amended by inserting the following paragraph as a new paragraph at the end of such section:

"Borrower hereby acknowledges and agrees that all payments (other than those payments which are not required to be made under the terms and provisions of the Loan Documents and are made voluntarily by Borrower, such voluntary payments to be applied as directed by Borrower) with respect to the Indebtedness received by Master Servicer or Co-Lenders

UNOFFICIAL COPY

from Borrower or any party other than Carveout Obligors may be applied by Master Servicer or Co-Lenders to the Indebtedness in such manner and order as Master Servicer and Co-Lenders desire, in their sole discretion, whether or not such application reduces the personal liability of Borrower with respect to the Borrower's Limited Recourse Obligations. If a foreclosure sale of the real property takes place, the proceeds of the sale (whether received in cash or by credit bid) shall be applied first to reduce that portion of the Indebtedness for which Borrower is not personally liable."

4. **ACKNOWLEDGMENT BY BORROWER**

Except as otherwise specified herein, the terms and provisions hereof shall in no manner impair, limit, restrict or otherwise affect the obligations of Borrower or any third party to Co-Lenders and Master Servicer, as evidenced by the Loan Documents. Borrower hereby acknowledges, agrees and represents that (i) Borrower is indebted to the respective Co-Lenders pursuant to the terms of the Notes as increased, amended and restated; (ii) the liens, security interests and assignments created and evidenced by the Loan Documents are, respectively, valid and subsisting liens, security interests and assignments of the respective dignity and priority recited in the Loan Documents; (iii) there are no claims or offsets against, or defenses or counterclaims to, the terms or provisions of the Loan Documents and the other obligations created or evidenced by the Loan Documents; (iv) Borrower has no claims, offsets, defenses or counterclaims arising from any of Co-Lenders' or Master Servicer's acts or omissions with respect to the Property, the Loan Documents or Co-Lenders' or Master Servicer's performance under the Loan Documents or with respect to the Property; (v) the representations and warranties contained in the Loan Documents are true and correct representations and warranties of Borrower and third parties, as of the date hereof; and (vi) neither Co-Lenders nor Master Servicer is in default and no event has occurred which, with the passage of time, giving of notice, or both, would constitute a default by Co-Lenders or Master Servicer of Co-Lenders' or Master Servicer's obligations under the terms and provisions of the Loan Documents. To the extent Borrower now has or in the future possesses, any claims, offsets, defenses or counterclaims against any Co-Lender or Master Servicer or the repayment of all or a portion of the Loan, whether known or unknown, fixed or contingent, same are hereby forever irrevocably waived and released in their entirety.

5. **CONSENT OF GUARANTOR**

By its execution hereof, each Guarantor hereby (i) acknowledges and consents to the terms and provisions hereof; (ii) ratifies and confirms the Carveout Guarantee, including all interest and costs of collection, to or for the benefit of Master Servicer or Co-Lenders in accordance with the Co-Lender Agreement; (iii) agrees that the Carveout Guarantee is and shall remain in full force and effect and that the terms and provisions of the Carveout Guarantee cover and pertain to the Loan, Notes, Lien Instruments and other Loan Documents as modified hereby or by the Letter Agreement; (iv) acknowledges that there

UNOFFICIAL COPY

are no claims or offsets against, or defenses or counterclaims to, the terms and provisions of the Carveout Guarantee or the other obligations created and evidenced by the Carveout Guarantee; (v) certifies that the representations and warranties contained in the Carveout Guarantee remain true and correct representations and warranties of Guarantor as of the date hereof; and (vi) acknowledges that Master Servicer and Co-Lenders have satisfied and performed its covenants and obligations under the Carveout Guarantee and the other Loan Documents, and that no action or failure to act by or on behalf of Master Servicer or any Co-Lender has or will give rise to any cause of action or other claim against Master Servicer or any Co-Lender for breach of the Carveout Guarantee or other Loan Documents or otherwise.

6. NO WAIVER OF REMEDIES

Except as may be expressly set forth herein, nothing contained in this Agreement shall prejudice, act as, or be deemed to be a waiver of any right or remedy available to Co-Lenders and/or Master Servicer by reason of the occurrence or existence of any fact, circumstance or event constituting a default under the Notes or the other Loan Documents.

7. USURY

The parties intend that no provision of the Notes or the Loan Documents be interpreted, construed, applied, or enforced so as to permit or require the payment or collection of interest in excess of the Maximum Permitted Rate (as defined in the Lien Instrument). In this regard, Borrower, Co-Lenders and Master Servicer each stipulate and agree that it is their common and overriding intent to contract in strict compliance with applicable usury laws. Accordingly, none of the terms of this Agreement, the Notes or any of the other Loan Documents shall ever be construed to create a contract to pay, as consideration for the use, forbearance or detention of money, interest at a rate in excess of the Maximum Permitted Rate, and Borrower shall never be liable for interest in excess of the Maximum Permitted Rate. Therefore, (a) in the event that the Indebtedness (as defined in the Lien Instruments) and Obligations (as defined in the Lien Instruments) are prepaid or the maturity of the Indebtedness and Obligations is accelerated by reason of an election by Master Servicer, unearned interest shall be canceled and, if theretofore paid, shall either be refunded to Borrower or credited on the Indebtedness, as Master Servicer may elect; (b) the aggregate of all interest and other charges constituting interest under applicable laws and contracted for, chargeable or receivable under the Notes and the other Loan Documents or otherwise in connection with the transaction contemplated thereby shall never exceed the maximum amount of interest, nor produce a rate in excess of the Maximum Permitted Rate; and (c) if any excess interest is provided for or received, it shall be deemed a mistake, and the same shall, at the option of Master Servicer, either be refunded to Borrower or credited on the unpaid principal amount (if any), and the Indebtedness shall be automatically reformed so as to permit only the collection of the interest at the Maximum Permitted Rate. Furthermore, if any provision of the Notes or any of the other Loan Documents is interpreted, construed, applied, or enforced, in such a manner as to provide for interest in excess of the Maximum Permitted Rate, then the

UNOFFICIAL COPY

parties intend that such provision automatically shall be deemed reformed retroactively so as to require payment only of interest at the Maximum Permitted Rate. If, for any reason whatsoever, interest paid or received during the full term of the applicable Indebtedness produces a rate which exceeds the Maximum Permitted Rate, then the amount of such excess shall be deemed credited retroactively in reduction of the then outstanding principal amount of the Indebtedness, together with interest at such Maximum Permitted Rate. Master Servicer shall credit against the principal of such Indebtedness (or, if such Indebtedness shall have been paid in full, shall refund to the payor of such interest) such portion of said interest as shall be necessary to cause the interest paid to produce a rate equal to the Maximum Permitted Rate. All sums paid or agreed to be paid to Master Servicer for the use, forbearance or detention of money shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread in equal parts throughout the full term of the applicable Indebtedness, so that the interest rate is uniform throughout the full term of such Indebtedness. In connection with all calculations to determine the Maximum Permitted Rate, the parties intend that all charges be excluded to the extent they are properly excludable under applicable usury laws, as they from time to time are determined to apply to this transaction.

8. COSTS AND EXPENSES

Contemporaneously with the execution and delivery hereof, Borrower shall pay, or cause to be paid, all costs and expenses incident to the preparation, execution and recordation hereof and the consummation of the transaction contemplated hereby, including, but not limited to, recording fees, title insurance policy or endorsement premiums or other charges of any title company, and reasonable fees and expenses of legal counsel to Co-Lenders and Master Servicer.

9. ADDITIONAL DOCUMENTATION

From time to time, Borrower shall execute or procure and deliver to Master Servicer and Co-Lenders such other and further documents and instruments evidencing, securing or pertaining to the Loan or the Loan Documents as shall be reasonably requested by Master Servicer so as to evidence or effect the terms and provisions hereof.

10. EFFECTIVENESS OF THE LOAN DOCUMENTS

Except as expressly modified by the terms and provisions of this Modification Agreement, the Letter Agreement and the amendment and restatement of Original Note C and the Original Note E, each of the terms and provisions of the Loan Documents are hereby ratified and shall remain in full force and effect; provided, however, that any reference in any of the Loan Documents to the Loan, the amount constituting the Loan, any defined terms, or to any of the other Loan Documents shall be deemed, from and after the date hereof, to refer to the Loan, the amount constituting the Loan, defined terms and to such other Loan Documents, as modified hereby or by the Letter Agreement.

UNOFFICIAL COPY

11. CHOICE OF LAW

This Agreement shall be interpreted, construed, applied, and enforced according to, and will be governed by, the laws of Illinois, without regard to any choice of law principle which, but for this provision, would require the application of the law of another jurisdiction and regardless of where executed or delivered, where payable or paid, where any cause of action accrues in connection with this transaction, where any action or other proceeding involving any of the Lien Instruments are instituted or pending, or whether the laws of Illinois otherwise would apply the laws of another jurisdiction, provided, however, that the laws of each state where a respective Parcel is located shall govern the procedures for the judicial or nonjudicial foreclosure of the related Lien Instrument encumbering such Parcel and the exercise of rights under the Assignments (and covering such Parcel). Borrower agree that the sole and exclusive forum for the determination of any action relating to the validity and enforceability of the Loan Agreement, the Notes and the other Loan Documents, and any other instruments securing the Notes shall be either in an appropriate court of Illinois or the applicable United States District Court.

Each of the Lien Instruments, the Assignments, and any other Loan Documents which, under the law and as a matter of the public policy of the jurisdiction in which a Parcel is located, must be governed by the law of that jurisdiction, shall, to the minimum extent required under the laws of the jurisdiction where the Parcel is located, be interpreted, construed, applied, and enforced according to, and will be governed by, the laws of such jurisdiction. Borrower, Master Servicer and Co-Lenders agree that the sole and exclusive forum for the determination of any action for the enforcement of the Lien Instruments and the Assignments shall be either in an appropriate court of such jurisdiction or an applicable United States District Court in such jurisdiction.

12. TIME

Time is of the essence in the performance of the covenants contained herein and in the Loan Documents.

13. BINDING AGREEMENT

This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, the foregoing shall not be deemed or construed to (i) permit, sanction, authorize or condone the assignment of all or any part of the Property or any of Borrower's rights, titles or interests in and to the Property except as expressly authorized in the Loan Documents, or (ii) confer any right, title, benefit, cause of action or remedy upon any person or entity not a party hereto, which such party would not or did not otherwise possess.

UNOFFICIAL COPY

14. HEADINGS

The section headings hereof are inserted for convenience of reference only and shall in no way alter, amend, define or be used in the construction or interpretation of the text of such section.

15. CONSTRUCTION

Whenever the context hereof so requires, reference to the singular shall include the plural and likewise, the plural shall include the singular; words denoting gender shall be construed to mean the masculine, feminine or neuter, as appropriate; and specific enumeration shall not exclude the general, but shall be construed as cumulative of the general recitation.

16. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Agreement shall operate, or would prospectively operate, to invalidate this Agreement, then, and in any such event, such provision or provisions only shall be deemed to be null and void and of no force or effect, and shall not affect any other provision of this Agreement which other provisions shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

17. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement.

18. ENTIRE AGREEMENT

THIS AGREEMENT AND THE OTHER DOCUMENTS, IF ANY, HEREIN REQUIRED TO BE EXECUTED REPRESENT THE FINAL AGREEMENT OR AGREEMENTS BETWEEN THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND THEREOF, AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. THIS INSTRUMENT MAY BE AMENDED ONLY BY AN INSTRUMENT IN WRITING EXECUTED BY THE PARTIES HERETO.

19. JURY WAIVER

Borrower and, by their acceptance of the benefits hereof, Master Servicer and each Co-Lender hereby waives any right to a trial by jury in any action or proceeding to enforce or defend any rights (i) under this Agreement or any other Loan Document or (ii) arising

UNOFFICIAL COPY

from any lending relationship existing in connection with this Agreement or any other Loan Document, and Borrower and, by their acceptance of the benefits hereof, Master Servicer and each Co-Lender, agrees that any such action or proceeding shall be tried before a judge and not before a jury.

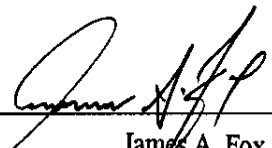
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXECUTED as of the date first above written.

BORROWER:TRANSWESTERN GREAT LAKES, L.P.,
a Delaware limited partnershipBy: TRANSWESTERN GREAT LAKES GP, L.L.C.,
a Maryland limited liability company,
its general partner

By: 
 Name: James A. Fox
 Title: Managing Director
Chief Financial Officer

STATE OF ILLINOIS

COUNTY OF COOK

This instrument was ACKNOWLEDGED before me on July 27, 2005, by
James A. Fox, as Managing Director
 of TRANSWESTERN GREAT LAKES GP, L.L.C., a Maryland limited liability company, as
 General Partner of TRANSWESTERN GREAT LAKES, L.P., a Delaware limited partnership,
 on behalf of said limited partnership.

[S E A L]

My Commission Expires:

8-6-2008


 Notary Public, State of Illinois

Sarah A. Miller
 Printed Name of Notary Public

OFFICIAL SEAL
 SARAH A MILLER
 NOTARY PUBLIC
 STATE OF ILLINOIS
 MY COMM. EXP. 8-6-2008

UNOFFICIAL COPY

CO-LENDER:

ING USA ANNUITY AND LIFE INSURANCE
COMPANY, an Iowa corporation

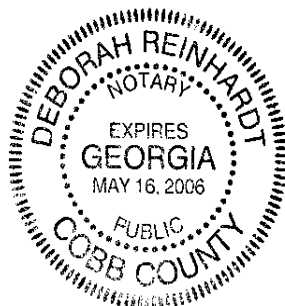
By: Maurice M. MooreName: Maurice M. MooreTitle: Vice President, Investments JmmSTATE OF Georgia §COUNTY OF Fulton §

This instrument was ACKNOWLEDGED before me, on the 27th day of July,
2005, by Maurice M. Moore the
Vice President, Investments of ING USA ANNUITY AND LIFE INSURANCE
COMPANY, an Iowa corporation, on behalf of said corporation.

[SEAL]

Deborah Reinhardt
Notary Public, State of GA

My Commission Expires:

Deborah Reinhardt
Printed Name of Notary Public
May 16, 2006

UNOFFICIAL COPY

CO-LENDER:

SECURITY LIFE OF DENVER INSURANCE
COMPANY, a Colorado corporation

By: *Maurice M. Moore*
Name: Maurice M. Moore
Title: Vice President, Investments *Jmm*

STATE OF Georgia §
§
COUNTY OF Fulton §

This instrument was ACKNOWLEDGED before me, on the 27th day of July, 2005, by Maurice M. Moore, the Vice President, Investments of SECURITY LIFE OF DENVER INSURANCE COMPANY, a Colorado corporation, on behalf of said corporation.

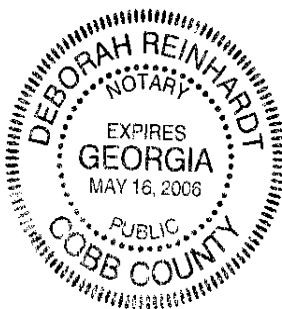
[S E A L]

Deborah Reinhardt
Notary Public, State of GA

My Commission Expires:

Deborah Reinhardt
Printed Name of Notary Public

May 16, 2006



UNOFFICIAL COPY

MASTER SERVICER:

AEGON USA REALTY ADVISORS, INC.,
an Iowa corporation

By: Robert C. Woodcock
Name: Robert C. Woodcock
Title: Vice Pres

STATE OF ~~IOWA~~ KENTUCKY §
§
COUNTY OF Jefferson §

This instrument was ACKNOWLEDGED before me, on the 27th day of July, 2005, by Robert C. Woodcock, the Vice Pres. of AEGON USA REALTY ADVISORS, INC., an Iowa corporation, on behalf of said corporation.

[SEAL]

My Commission Expires:

9-14-2007

Patricia E. Bauer
Notary Public, State of ~~Iowa~~ KENTUCKY

PATRICIA E. BAUER
Printed Name of Notary Public

UNOFFICIAL COPY

CO-LENDER:

TRANSAMERICA LIFE INSURANCE
COMPANY, an Iowa corporation

By: RC Woodcock
Name: Robert C. Woodcock
Title: Vice Pres.

STATE OF KENTUCKY §
~~IOWA~~ §
COUNTY OF Jefferson §

This instrument was ACKNOWLEDGED before me, on the 27th day of July, 2005, by Robert C. Woodcock, the Vice Pres. of TRANSAMERICA LIFE INSURANCE COMPANY, an Iowa corporation, on behalf of said corporation.

[S E A L]

Patricia E. Bauer
Notary Public, State of ~~Iowa~~ KENTUCKY

My Commission Expires:

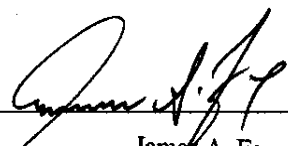
PATRICIA E. BAUER
Printed Name of Notary Public

9-14-2007

UNOFFICIAL COPY

GUARANTOR:

TRANSWESTERN GREAT LAKES GP, L.L.C.,
a Maryland limited liability company,

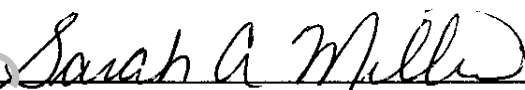
By: 
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

STATE OF ILLINOIS §
§
COUNTY OF COOK §

This instrument was ACKNOWLEDGED before me, on the 27 day of July, 2005, by James A. Fox, the Managing Director of TRANSWESTERN GREAT LAKES GP, L.L.C., a Maryland limited liability company, on behalf of said company.

[S E A L] OFFICIAL SEAL
SARAH A MILLER
NOTARY PUBLIC
STATE OF ILLINOIS
MY COMM. EXP. 8-6-2008
My Commission Expires:

8-6-2008


Notary Public, State of Illinois

Sarah A. Miller
Printed Name of Notary Public

UNOFFICIAL COPY

GUARANTOR:

ASLAN REALTY PARTNERS II, L.P.,
an Illinois limited partnership

By: ASLAN GP II, L.L.C.,
a Delaware limited liability company,
General Partner

By: [Signature]
Name: James A. Fox
Title: Managing Director
Chief Financial Officer

STATE OF ILLINOIS §
COUNTY OF COOK §

This instrument was ACKNOWLEDGED before me, on the 21 day of July, 2005, by James A. Fox, the Managing Director of ASLAN GP II, L.L.C., a Delaware limited liability company, as General Partner of ASLAN REALTY PARTNERS II, L.P., an Illinois limited partnership, on behalf of said limited partnership.

[S E A L]

OFFICIAL SEAL
SARAH A MILLER
NOTARY PUBLIC
STATE OF ILLINOIS
MY COMM. EXP. 8-6-2008

[Signature: Sarah A. Miller]
Notary Public, State of Illinois

My Commission Expires:

8-6-2008

Sarah A. Miller
Printed Name of Notary Public

UNOFFICIAL COPY

EXHIBIT A

Lien Instruments

1. Centennial Center, Cook County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727130 with the Cook County, Illinois Recorder of Deeds.
2. One Century, Cook County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727133 with the Cook County, Illinois Recorder of Deeds.
3. Kensington Corporate Center, Cook County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727136 with the Cook County, Illinois Recorder of Deeds.
4. Lisle Executive Center, DuPage County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 7, 2004 as Document Number R2004-235155 with the DuPage County, Illinois Recorder.
5. O'Hare Commerce Center, Cook County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727139 with the Cook County, Illinois Recorder of Deeds.
6. Bannockburn Corporate Center, Lake County, Illinois: That certain Mortgage, Security Agreement and Fixture Filing dated effective as of September 1, 2004, granted by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., Master Servicer, and filed for record on September 10, 2004 as Document Number 5641267 in the real property records of Lake County, Illinois.

UNOFFICIAL COPY

EXHIBIT B

Legal Description of Property

(Centennial Center, Cook County, Illinois)

1900 E. Golf Road

PARCEL A1:

LOTS 1 AND 2 IN CENTENNIAL CENTER SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 7, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 17, 1996 AS DOCUMENT 96707738, IN COOK COUNTY, ILLINOIS.

*08-07-301-009-0000
07-12-402-009-0000
07-12-402-010-0000*

PARCEL A2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A1, AS CREATED BY RECIPROCAL GRANT OF ROADWAY EASEMENTS MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568, LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AND KNOWN AS TRUST NUMBER 100750, AND UNION OIL COMPANY OF CALIFORNIA DATED AS OF NOVEMBER 25, 1981 AND RECORDED NOVEMBER 25, 1981 AS DOCUMENT 26070571 AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT 26072946, FOR ROADWAY EASEMENT OVER THE PROPERTY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL A2F:

AN EASEMENT, 12.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 62.43 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG A LINE 62.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD; FOR ITS POINT OF BEGINNING, THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 720.29

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12, 599.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL A2N:

AN EASEMENT, 12.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 62.43 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG A LINE 62.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 1,077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON LINE 1,240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 599.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL A2G:

AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1,077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1,240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL A5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A1, AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AND KNOWN AS TRUST NUMBER 100750, DATED AS OF NOVEMBER 25, 1981 AND RECORDED NOVEMBER 25, 1981 AS DOCUMENT 26070573 AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT 26072948, OVER PROPERTY DESCRIBED AS FOLLOWS:

EASEMENT PARCEL A5H:

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTHEAST 1/4 SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 215.84 FEET; THENCE NORTH 41 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 39.29 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING NORTH 41 DEGREES 08 MINUTES 11 SECONDS EAST A DISTANCE OF 60.50 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 597.69 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL A5L:

AN EASEMENT IN THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NUMBER 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 13 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 149.43 FEET TO A

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

POINT ON THE EAST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 140.61 FEET TO A POINT 276.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 218.90 FEET TO A POINT 68.43 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE OF SAID SECTION 12) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00 DEGREES 25 MINUTES 17 SECONDS WEST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 136.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOLF ROAD (ALSO BEING THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1,077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12); THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF SAID GOLF ROAD A DISTANCE OF 68.43 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL A5M:

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 248.33 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD EXTENDED SOUTH; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE SOUTH EXTENSION OF THE WEST LINE OF SAID HARTLEY ROAD A DISTANCE OF 132.30 FEET TO A POINT IN THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NUMBER 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 13 MINUTES 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE 260.75 FEET WEST (AS MEASURED AFORESAID) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET; THENCE NORTH 88 DEGREES 13 MINUTES 56 SECONDS EAST ALONG A LINE 143.70 FEET NORTH (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL A6:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A1 AS CREATED BY CROSS EASEMENT AND OPERATING AGREEMENT MADE BY AND BETWEEN LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 2, 1979 AND KNOWN AS TRUST NUMBER 100750, AND LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 21, 1979 AND KNOWN AS TRUST NUMBER 101568. FOR OVERHEAD BRIDGE PURPOSES DATED AS OF JULY 29, 1981 AND RECORDED OCTOBER 29, 1981 AS DOCUMENT 26042173 OVER THE PROPERTY DESCRIBED AS FOLLOWS:

ALL THE LAND, PROPERTY AND SPACE WITHIN THE FOLLOWING DESCRIBED PROPERTY AT AND BELOW THE HORIZONTAL PLANE OF +757.25 FEET ABOVE, AND AT AND ABOVE THE HORIZONTAL PLANE OF +741.25 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 469.05 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST A DISTANCE OF 16.01 FEET TO THE POINT OF BEGINNING FOR SAID PEDESTRIAN BRIDGE EASEMENT, SAID POINT OF BEGINNING BEING A POINT IN THE EAST FACE OF AN EXISTING MASONRY WALL; THENCE NORTH 00 DEGREES 05 MINUTES 46 SECONDS WEST ALONG THE EAST FACE OF SAID MASONRY WALL, A DISTANCE OF 19.75 FEET; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS EAST, A DISTANCE OF 144.98 FEET TO A POINT IN THE WEST FACE OF AN EXISTING WINDOW WALL; THENCE SOUTH 00 DEGREES 02 MINUTES 31 SECONDS EAST ALONG THE WEST FACE OF SAID WINDOW WALL, A DISTANCE OF 19.75 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 52 SECONDS WEST, A DISTANCE OF 144.96 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

ALSO

ALL THE LAND, PROPERTY AND SPACE WITHIN THE FOLLOWING DESCRIBED PROPERTY AT AND BELOW THE HORIZONTAL PLANE OF +741.25 FEET ABOVE, AND AT AND ABOVE THE HORIZONTAL PLANE OF +727.7 FEET ABOVE UNITED STATES GEOLOGICAL SURVEY DATUM:

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTH 00 DEGREES 25 MINUTES 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12, A DISTANCE OF 469.05 FEET TO A POINT IN THE SOUTH LINE OF A PEDESTRIAN BRIDGE EASEMENT DESCRIBED ON EXHIBIT 'C' OF THE CROSS EASEMENT AND OPERATING AGREEMENT, AFORESAID, RECORDED AS DOCUMENT NO. 26042173; THENCE NORTH 89 DEGREES 57 MINUTES 52 SECONDS EAST ALONG THE SOUTH LINE OF SAID PEDESTRIAN BRIDGE EASEMENT, A DISTANCE OF 47.86 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 08 SECONDS WEST, A DISTANCE OF 7.02 FEET TO THE SOUTHWEST CORNER OF A CONCRETE COLUMN FOR THE POINT OF BEGINNING. THENCE NORTH 00 DEGREES 17 MINUTES 10 SECONDS EAST ALONG THE WEST FACE OF SAID CONCRETE COLUMN, A DISTANCE OF 6.01 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 24 SECONDS EAST ALONG THE NORTH FACE OF SAID CONCRETE COLUMN A DISTANCE OF 2.00 FEET; THENCE SOUTH 00 DEGREES 17 MINUTES 10 SECONDS WEST ALONG THE EAST FACE OF SAID CONCRETE COLUMN, A DISTANCE OF 6.01 FEET; THENCE NORTH 89 DEGREES 51 MINUTES 24 SECONDS WEST ALONG THE SOUTH FACE OF SAID CONCRETE COLUMN, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

PARCEL A7:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL A1 FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND FOR PARKING OF NON COMMERCIAL VEHICLES AS CONTAINED IN RECIPROCAL ACCESS AND PARKING EASEMENT AGREEMENT MADE BY AND BETWEEN GREAT LAKES REIT, L.P. AND SCHAUMBURG LAND COMPANY RECORDED MARCH 7, 2000 AS DOCUMENT 00159745.

UNOFFICIAL COPY

(One Century, Cook County, Illinois)

PARCEL B1:

1750 E. Golf Road

LOTS 2 AND 4 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, IN COOK COUNTY, ILLINOIS.

*07-12-400-014-0000 1750 E. Golf Road
07-12-400-014-0000
03-35-200-060-0000 - Freehanville Drive, Mt. Prospect.*

PARCEL B2: (EASEMENT PARCEL II):

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN- WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 28.00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST 56.50 FEET TO A POINT OF CURVATURE;

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO THE EAST LINE OF CENTRAL PARK BOULEVARD AS DEDICATED PER SAID WOODFIELD VILLAGE GREEN, WOODFIELD 76 SUBDIVISION, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF SOUTH 73 DEGREES, 43 MINUTES, 52 SECONDS WEST; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST ALONG THE EAST LINE, 34.67 FEET, THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF 76 DEGREES, 31 MINUTES, 30 SECONDS EAST; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 56.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B3 (EASEMENT PARCEL III)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SAID LOT 2 BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

EAST, A DISTANCE OF 283.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, 28.00 FEET; THENCE SOUTH 65 DEGREES, 51 MINUTES, 29 SECONDS WEST 76.77 FEET TO THE NORTHEAST CORNER OF CENTRAL PARK BOULEVARD, DEDICATED PER SAID WOODFIELD VILLAGE GREEN WOODFIELD 76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST ALONG THE NORTH LINE OF SAID CENTRAL PARK BOULEVARD, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST 56.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 100.00 FEET; THENCE NORTH 86 DEGREES, 42 MINUTES, 58 SECONDS EAST 70.09 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B4 (EASEMENT PARCEL IV)

THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS.

PARCEL B5 (EASEMENT PARCEL V)

THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS.

PARCEL B6 (NORTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER, 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 283.00

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 161.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 125.50 FEET, AN ARC DISTANCE OF 98.57 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 96.05 FEET AND A BEARING OF SOUTH 68 DEGREES, 12 MINUTES, 10 SECONDS EAST; THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 76.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 26.50 FEET, AN ARC DISTANCE OF 16.82 FEET TO THE EAST LINE OF SAID LOT 1, BEING 381.29 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THE CHORD OF SAID ARC HAVING A LENGTH OF 16.54 FEET AND A BEARING OF SOUTH 63 DEGREES, 53 MINUTES, 15 SECONDS EAST; THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 27.15 FEET, THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 37.24 FEET AND A BEARING OF NORTH 66 DEGREES, 04 MINUTES, 23 SECONDS WEST; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 76.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 77.36 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 75.39 FEET AND A BEARING OF NORTH 68 DEGREES, 12 MINUTES, 10 SECONDS WEST; THENCE SOUTH 89 DEGREES, 17 MINUTES, 50 SECONDS WEST 161.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B7 (SOUTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

EXHIBIT B, Legal Description
AEGON Loan No. D89150A
ING Loan No. 27432

UNOFFICIAL COPY

(Kensington Corporate Center, Cook County, Illinois)

LOT 806 IN KENSINGTON CENTER - RESUBDIVISION TWENTY EIGHT, A RESUBDIVISION OF LOTS 803 AND 805 IN KENSINGTON CENTER - RESUBDIVISION TWENTY ONE, A RESUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF FILED JANUARY 10, 1990 AS DOCUMENT LR3852830, EXCEPTING FROM SAID LOT 805 THAT PART THEREOF LYING NORTHEASTERLY OF A STRAIGHT LINE DRAWN FROM A POINT IN THE NORTH LINE OF SAID LOT WHICH IS 20 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 805 TAKEN FOR HIGHWAY, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT FOR THE BENEFIT OF PARCEL C1 FOR INGRESS AND EGRESS FOR SHARED ACCESS BETWEEN LOTS 806 AND 807 AS CREATED BY INSTRUMENT RECORDED AS DOCUMENT LR 3852830.

UNOFFICIAL COPY

(Lisle Executive Center, DuPage County, Illinois

OFFICE UNIT IN LISLE EXECUTIVE CENTER CONDOMINIUM, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND: PART OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 3, 1998 AS DOCUMENT NUMBER R98-182999; TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

08-05-206-001-0000 3030 Warrenville Road, Lisle, IL

PARCEL D2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL D1 CREATED BY CORPORATE WEST UNIT ONE, PHASE 1 SUBDIVISION, RECORDED JANUARY 23, 1978 AS DOCUMENT R78-06562 FOR INGRESS AND EGRESS AND VEHICULAR PURPOSES OVER THOSE PARTS OF LOTS 1 AND 2 OF CORPORATE WEST UNIT ONE, PHASE 1 SUBDIVISION DEPICTED AS EASEMENT FOR INGRESS AND EGRESS AND VEHICULAR PURPOSES WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM RECORDED SEPTEMBER 3, 1998 AS DOCUMENT NUMBER R98-182999.

PARCEL D3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL D1, CREATED, LIMITED, AND DEFINED BY THAT CERTAIN DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR LISLE EXECUTIVE CENTER CONDOMINIUM RECORDED SEPTEMBER 3, 1998 AS DOCUMENT R98-182999 EXECUTED BY IHC REALTY PARTNERSHIP, L. P., A DELAWARE LIMITED PARTNERSHIP, OVER, UPON, AND UNDER THE PROPERTY DESCRIBED IN SAID DECLARATION.

PARCEL D4:

PERPETUAL NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL D1 AS CREATED BY PLAT OF EASEMENT RECORDED AUGUST 20, 1981 AS DOCUMENT R81-45547 FOR ROADWAY, STORM SEWER, SANITARY SEWER, WATERMAIN AND UTILITY PURPOSES.

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY**(O'Hare Commerce Center, Cook County, Illinois)**

PARCEL E1:

LOT 3 IN O'HARE NORTHWEST OFFICE PARK SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL E2:

*16-18-300-014
18-18-300-017 Half Day Road, and Lakeside Drive
Bannockburn, IL*

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL E1, AS CREATED BY AGREEMENT DATED DECEMBER 12, 1975, MADE BY AND BETWEEN LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 48605 (GRANTOR), FIRST CHICAGO REALTY SERVICES CORPORATION (MORTGAGEE), AND LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NO. 46595 (GRANTEE), AND RECORDED DECEMBER 16, 1975 AS DOCUMENT 23325794, OVER AND ACROSS THE FOLLOWING:

THE NORTH 60.0 FEET, AS MEASURED AT RIGHT ANGLES AND CONCENTRIC WITH THE NORTHERLY LINE, OF THE FOLLOWING DESCRIBED TRACT OF LAND:

THAT PART OF THE NORTH 2/3 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 AFORESAID, 634.43 FEET SOUTH OF THE NORTHWEST CORNER THEREOF (SAID WEST LINE HAVING A BEARING OF SOUTH 00 DEGREES 14 MINUTES 58 SECONDS WEST FOR THE PURPOSES OF THIS DESCRIPTION); THENCE NORTH 58 DEGREES 32 MINUTES 18 SECONDS EAST A DISTANCE OF 157.28 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 576.94 FEET AND BEING CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE (THE CHORD OF SAID CURVE BEARING NORTH 58 DEGREES 48 MINUTES 38 SECONDS EAST, A DISTANCE OF 390.77 FEET) AN ARC DISTANCE OF 398.65 FEET TO A POINT ON ANOTHER CURVE, WHICH HAS A RADIUS OF 490.0 FEET AND BEING CONCAVE TO THE SOUTHWEST, SAID POINT BEING 2.78 FEET SOUTHEASTERLY (AS MEASURED ALONG THE ARC OF SAID CURVE FROM A POINT WHICH LIES 444.0 FEET SOUTH (AS MEASURED AT RIGHT ANGLES) FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32 AND 175.0 FEET WEST (AS MEASURED AT RIGHT ANGLES) FROM THE EAST LINE OF

UNOFFICIAL COPY

SAID NORTHWEST 1/4 OF SECTION 32 AND LYING WESTERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 2/3 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32 WITH THE WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION WHICH WAS ACQUIRED BY CONDEMNATION FILED AS CASE NUMBER 57-S-1501; THENCE NORTH 00 DEGREES 17 MINUTES EAST ALONG SAID WESTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION, A DISTANCE OF 145.7 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 490.0 FEET AND CENTRAL ANGLE OF 31 DEGREES 30 MINUTES A DISTANCE OF 312.42 FEET TO A POINT, DISTANT 444.0 FEET SOUTH MEASURED AT RIGHT ANGLES FROM THE NORTH LINE OF SAID NORTHWEST 1/4 OF SECTION 32 AND DISTANT 175.0 FEET WEST MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF SAID NORTHWEST 1/4 OF SECTION 32; EXCEPTING THEREFROM THE FOLLOWING:

BEGINNING AT THE SOUTHWEST CORNER, OF THE NORTH 2/3 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE EAST 156.30 FEET ALONG THE SOUTH LINE OF THE SAID NORTH 2/3; THENCE NORTHWESTERLY 68.02 FEET AT A LEFT DEFLECTION OF 145 DEGREES 50 MINUTES 15 SECONDS WITH THE LAST DESCRIBED COURSE TO A POINT 'A'; THENCE NORTHWESTERLY 14.70 FEET ALONG AN ARC OF A CIRCULAR CURVE, CONCAVE TO THE LEFT WITH A RADIUS OF 3,944.72 FEET, SAID CURVE BEING TANGENT TO THE LAST DESCRIBED COURSE AT SAID POINT 'A' TO THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 32; THENCE SOUTH 101.30 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING OF EXCEPTION, ALL IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

(Bannockburn Corporate Center, Lake County, Illinois)

PARCEL F1:

TAX ID 16-08-300-017, 16-18-300-029
16-18-300-023 Hwy Day Road + Lakeside Drive
Bannockburn, IL

THAT PART OF THE WEST 2 RODS OF THE NORTH 1/2 OF LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 1/2 OF LOT 2 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF THE WEST 2 RODS OF THE NORTH 1/2 OF LOT 1 IN THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID 596.09 FEET NORTH 00 DEGREES 46 MINUTES 09 SECONDS WEST (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTH LINE OF THE NORTH 1/2 OF LOT 1 AFORESAID; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST 365.0 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 09 SECONDS EAST 45.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 519.54 FEET TO A POINT ON THE EAST LINE OF LAKESIDE DRIVE AS DEDICATED IN LAKESIDE PARK SUBDIVISION UNIT ONE AS PER DOCUMENT 1934989; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID EAST LINE 101.78 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 150.0 FEET FOR A DISTANCE OF 78.54 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE 163.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 15.0 FEET FOR A DISTANCE OF 20.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 50.0 FEET FOR A DISTANCE OF 145.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF LAKESIDE DRIVE, A DISTANCE OF 50.0 FEET TO THE EAST LINE OF LOT 1 IN LAKESIDE PARK SUBDIVISION UNIT ONE AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE 330.31 FEET TO THE NORTHEAST CORNER OF LOT 1 IN LAKESIDE PARK SUBDIVISION UNIT ONE AFORESAID; NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST LONG THE NORTH LINE OF LOTS 1 AND 2 IN THE SOUTHWEST 1/4 OF SECTION 18 AFORESAID 995.15 FEET TO THE EAST LINE OF THE WEST 2 RODS AFORESAID; THENCE SOUTH 00 DEGREES 46 MINUTES 09 SECONDS EAST ALONG SAID EAST LINE 728.23 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF LOT 2 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1 IN LAKESIDE PARK SUBDIVISION UNIT ONE AFORESAID; THENCE NORTH 89 DEGREES 52 MINUTES 55 SECONDS EAST ALONG THE NORTH LINE OF LOT 2 AFORESAID FOR A DISTANCE OF 626.0 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

ALONG A LINE PARALLEL WITH THE EAST LINE OF LOT 1 AFORESAID 290.01 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 162.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST 318.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 414.00 FEET TO A POINT IN THE EAST LINE OF LAKESIDE DRIVE AFORESAID; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE 163.17 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX NORTHWESTERLY AND HAVING A RADIUS OF 15.0 FEET FOR A DISTANCE OF 20.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 50.00 FEET FOR A DISTANCE OF 145.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE NORTH LINE OF LAKESIDE DRIVE, A DISTANCE OF 50.00 FEET TO THE EAST LINE OF LOT 1 IN LAKESIDE PARK SUBDIVISION UNIT ONE AFORESAID; THENCE NORTH 00 MINUTES 00 SECONDS EAST ALONG SAID EAST LINE 330.31 FEET TO THE NORTHEAST CORNER OF LOT 1 IN LAKESIDE PARK SUBDIVISION UNIT ONE AFORESAID AND TO THE PLACE OF BEGINNING IN LAKE COUNTY, ILLINOIS.

PARCEL F2:

THAT PART OF THE WEST 2 RODS OF THE NORTH 1/2 OF LOT 1 OF THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF THE NORTH 1/2 OF LOT 2 IN THE SOUTHWEST 1/4 OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 1 WITH THE EAST LINE OF THE WEST 2 RODS OF THE NORTH 1/2 OF SAID LOT 1; THENCE NORTH 00 DEGREES 46 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF THE WEST 2 RODS OF SAID LOT 1, A DISTANCE OF 596.09 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 365.0 FEET; THENCE SOUTH 00 DEGREES 46 MINUTES 09 SECONDS EAST A DISTANCE OF 45.0 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 08 SECONDS WEST A DISTANCE OF 75.54 FEET; THENCE SOUTH 00 DEGREES 04 MINUTES 52 SECONDS WEST PERPENDICULAR TO THE LAST DESCRIBED LINE TO THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOT 2; THENCE NORTH 89 DEGREES 51 MINUTES 13 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID LOTS 1 AND 2 TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED RECORDED AS DOCUMENT NO. 4391239 AS DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 1 WITH THE EAST LINE OF THE WEST 2 RODS OF THE NORTH HALF OF SAID LOT 1; THENCE NORTH 00 DEGREES 46 MINUTES 09 SECONDS WEST ALONG THE EAST LINE OF THE WEST 2 RODS OF SAID LOT 1, A DISTANCE OF 50.00 FEET; THENCE SOUTH 89 DEGREES 51 MINUTES 13 SECONDS WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET NORTH OF

EXHIBIT B, Legal Description

AEGON Loan No. D89150A

ING Loan No. 27432

UNOFFICIAL COPY

THE SOUTH LINE OF THE NORTH HALF OF SAID LOTS 1 AND 2, A DISTANCE OF 449.04 FEET TO A POINT ON THE WEST LINE OF LAND DESCRIBED IN DOCUMENT NO. 2956616; THENCE SOUTH 00 DEGREES 03 MINUTES 19 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 50 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 2; THENCE NORTH 89 DEGREES 51 MINUTES 13 SECONDS EAST ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOTS 1 AND 2, A DISTANCE OF 448.76 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

UNOFFICIAL COPY

EXHIBIT C

Absolute Assignment of Leases and Rents

1. Centennial Center, Cook County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727131 with the Cook County, Illinois Recorder of Deeds.
2. One Century, Cook County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727134 with the Cook County, Illinois Recorder of Deeds.
3. Kensington Corporate Center, Cook County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727137 with the Cook County, Illinois Recorder of Deeds.
4. Lisle Executive Center, DuPage County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 7, 2004 as Document Number R2004 225156 with the DuPage County, Illinois Recorder.
5. O'Hare Commerce Center, Cook County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 3, 2004 as Document Number 0424727140 with the Cook County, Illinois Recorder of Deeds.
6. Bannockburn Corporate Center, Lake County, Illinois: That certain Absolute Assignment of Leases and Rents dated effective as of September 1, 2004, made by Transwestern Great Lakes, L.P., as Borrower, to Aegon USA Realty Advisors, Inc., as Master Servicer, and filed for record on September 10, 2004 as Document Number 5641268 in the real property records of Lake County, Illinois.