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Doc#: 0601845121 Fee: \$54.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 01/18/2006 03:00 PM Pg: 1 of 16

Please Cross Reference the Loan Documents
described on Schedule I, attached hereto

Prepared by and return to:

The Talon Group# 1288007

Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

**CONSOLIDATED, AMENDED AND RESTATED
ASSIGNMENT OF LESSOR'S INTEREST IN LEASE
DATED JANUARY 11, 2006**

BY AND BETWEEN:

SHAMROCK COMPANY, SHAMROCK TBC, INC., AND
MCGUE FAMILY, L.L.C.,
collectively, as Assignor
and
BANK OF AMERICA, N.A., as Assignee

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This document is one of two (2) original counterparts; one original will be filed in each of the counties listed below relating to the following described locations:

1 Crestwood #2051	13745 S. Cicero Avenue, Crestwood, IL 60415	Cook
2 Glendale #2360	270 Army Trail Rd., Glendale Heights, IL 60139	DuPage
3 Bloomington #2998	74 Stratford Dr., Bloomington, IL 60108	DuPage
4 Hanover Park #5514	1890 Army Trail Rd., Hanover Park, IL 60133	DuPage
5 Elmhurst	872 N. York Rd., Elmhurst, IL 60126	DuPage

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CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASE

THIS CONSOLIDATED, AMENDED AND RESTATED ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Assignment") is made this 17th day of January 2006, collectively by SHAMROCK COMPANY, an Illinois corporation, SHAMROCK TCB, INC., an Illinois corporation, and MCGUE FAMILY, L.L.C., an Illinois limited liability company (hereinafter collectively referred to as "Assignor") and BANK OF AMERICA, N.A., a national banking association organized and existing under the laws of the United States of America, whose mailing address is Post Office Box 4899, Atlanta, Georgia 30302-4899 (hereinafter called "Assignee").

WITNESSETH:

WHEREAS, on November 8, 2004, Assignor executed and delivered to Assignee (i) that certain term Promissory Note in the original principal amount of Six Million Three Hundred Thousand and No/100 Dollars (\$6,300,000.00) (the "Original Term Note"), and (ii) that certain development Promissory Note in the original principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00) (the "Original Development Note") (the Original Term Note and the Original Development Note are hereinafter collectively called the "Original Notes"), each of which having a maturity date of November 1, 2009, and (iii) that certain Loan and Security Agreement by and between Assignor, the "Guarantors" defined therein, and Assignee (the "Original Loan Agreement"); and

WHEREAS, the Original Notes are secured by, among other loan documents, the following documents: (i) that certain Real Estate Mortgage and Security Agreement dated November 8, 2004 and recorded as Document No: 0432434109, Cook County, Illinois Records (the "Original Assignment"), (ii) that certain Assignment of Lessor's Interest in Lease dated November 8, 2004, and recorded as Document No: 0432434110, aforesaid records (the "Original Lease Assignment"), and (iii) that certain Assignment of Purchase Price dated November 8, 2004, and recorded as Document No.: 0432434111, aforesaid records (the "Original Assignment"), all of which are, as of even date herewith, pursuant to this Assignment and certain other Loan Documents (hereinafter defined) being consolidated, amended and restated (the Original Assignment, the Original Lease Assignment, and the Original Assignment, together with any and all other loan documents evidencing and/or securing the Original Notes, all as consolidated, amended and restated as of even date herewith are hereinafter collectively called the "Security Documents"); and

WHEREAS, on or about even date herewith, Assignor, Assignee and Guarantor are consolidating, amending and restating (i) the Original Notes into, with and by a single Consolidated, Amended and Restated Reducing Revolving Promissory Note in the original principal amount of \$30,700,000.00 (the "Note"), and (ii) the Original Loan Agreement into, with and by that certain Consolidated, Amended and Restated Loan and Security Agreement (as

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consolidated, amended and restated the "Loan Agreement")(capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement, unless otherwise defined herein) and therefore desire to consolidate, amend and restate the Security Documents, including, without limitation, the Original Lease Assignment into and with this Consolidated, Amended and Restated Assignment of Lessor's Interest in Lease (the Original Lease Assignment, as consolidated, amended and restated into, by and with this Consolidated, Amended and Restated Assignment of Lessor's Interest in Lease is hereafter called this "Assignment");

NOW, THEREFORE, for and in consideration of the indebtedness, and to secure the payment to Assignee of the principal and interest, and all other sums provided for in the Note, and all future or additional advances as may be made by Assignee to Assignor pursuant to the provisions of the Note and the other Loan Documents, and for performance of the agreements, conditions, covenants, provisions and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Assignor to Assignee in connection therewith, and also for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee at or before the execution and delivery of these presents, the receipt hereof and legal sufficiency of which are hereby acknowledged, agrees as follows:

EFFECTIVE AS EVEN DATE HERewith, the Original Lease Assignment has been and hereby is amended, restated and merged into and consolidated with this Assignment so that henceforth this Assignment, together with all other Loan Documents, shall collectively secure Assignor's and Guarantor's respective Obligations, and contain the terms, conditions, obligations, covenants, rights, privileges and options set forth in the Original Lease Assignment, as consolidated, amended, and restated hereby.

FURTHER, AND FOR VALUE RECEIVED AND IN CONSIDERATION OF THE NOTE, among other consideration, the receipt and sufficiency of which is hereby acknowledged, Assignee hereby grants, transfers and assigns to Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to those certain leases, with modification, if any, described in Schedule "A" hereof, covering the premises (herein collectively called "Premises") briefly described as:

See Exhibit "A" attached hereto and made a part hereof

together with any extensions of any thereof and any guarantees of the lessee's (in any case, the "Lessee") obligations under any thereof (said leases, together with all such guarantees, modifications and extensions, being hereinafter collectively referred to as "the Lease"), for the purpose of securing (a) payment of all sums now or at any time hereafter due Assignee under the Note and secured by the Security Documents, together with any renewals or extensions thereof and any future advances made thereunder to the extent permitted under Illinois law, and (b) performance and discharge of each obligation, covenant and agreement of Assignor contained herein or contained in the Security Documents or the Note secured thereby.

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Assignee agrees that:

A. So long as there shall exist no event of default, as hereinafter defined, on the part of Assignor, Assignor shall have the right to collect, but not more than thirty (30) days prior to accrual, all rents, issues and profits from the Premises and to retain, use and enjoy the same.

B. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of an instrument of satisfaction or full release of the Security Documents without the recording of another Security Documents in favor of Assignee affecting the Premises, this Assignment shall become and be void and of no effect.

Assignor warrants that:

A. There is no other assignment of any of its rights under the Lease to any other person.

B. Assignor has done no act nor omitted to do any act which might prevent Assignee from, or limit Assignee in, acting under any of the provisions herein.

C. Assignor has not accepted rent under the Lease for more than thirty (30) days in advance of its due date.

D. There is no default by Lessee under the terms of the Lease to the knowledge of Assignor.

E. Assignor is not prohibited under any agreement with any other person or any judgment or decree from the execution and delivery of this Assignment or Lease, the performance of each and every covenant of Assignor hereunder and in Lease, and the meeting of each and every condition herein contained.

F. No action has been brought or threatened which in any wise would interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

G. Lease, except as specifically recited in Schedule "A", is in full force and effect and unmodified.

Assignor agrees, so long as it is indebted to Assignee, that:

1. Assignor will (i) fulfill, perform and observe each and every condition and covenant of Assignor contained in the Lease; (ii) give prompt notice to Assignee of any claim of default under Lease (a) given by Lessee to Assignor or (b) given by Assignor to Lessee, together with a complete copy of any such claim; (iii) at the sole cost and expense of Assignor, enforce, short of termination of the Lease, the performance and observance of each and every covenant and condition

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of the Lease to be performed or observed by Lessee; and (iv) appear in and defend any action growing out of, or in any manner connected with, the Lease or the obligations or liabilities of Assignor, as lessor thereunder, or of the Lessee or any guarantor thereunder.

2. The rights assigned hereunder include all of Assignor's right and title (i) to modify the Lease; (ii) to terminate the term or to accept the surrender thereof; (iii) to waive, or release the Lessee from, the performance or observance by the Lessee of any obligation or condition of the Lease; (iv) to permit the prepayment of any rents under the Lease for more than thirty (30) days prior to the accrual thereof; and (v) to give any consent to any assignment by the Lessee of the Lease or to sublease any part or portion of the Premises.

3. Assignor will not (i) modify the term of the Lease or accept the surrender thereof unless required so to do by the terms of the Lease; (ii) permit the Lessee to anticipate the payment of any rents under the Lease by Lessee or any sublessee for more than thirty (30) days prior to accrual; (iii) waive, or release Lessee or any sublessee from, the observance or performance of any obligation to be performed by either under the terms of the Lease or liability on account of any warranty given by either of them.

4. Upon the occurrence of any one of the following events (herein called an "event of default"):

- (i) the failure by Assignor to perform or observe any covenant of Assignor contained in this Assignment, in any instrument evidencing any debt secured by this Assignment, or in the Security Documents;
- (ii) should any warranty of Assignor herein contained or contained in any evidence of debt given by Assignor to Assignee and secured hereby, or contained in Security Documents, prove untrue or misleading in any material aspect;
- (iii) failure by Assignor to meet any condition set forth in Lease; or
- (iv) should any event occur under any instrument, deed or agreement, given or made by Assignor to or with any third party, which causes the acceleration of any debt to any such third party the acceleration of which would materially affect Assignor's ability to pay when due any amounts owed to Assignee.

then and thereupon Assignee may: (a) declare the total indebtedness due Assignor to Assignee, secured by the assignment, immediately due and payable; (b) proceed to enter upon, take possession of, and operate the Premises under this Assignment without becoming a Assignee possession; (c) proceed to perform any and all obligations of Assignor, contained under Lease, and exercise any and all rights of Assignor therein contained as fully as Assignor itself could, and this without regard

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to the adequacy of security for the indebtedness hereby accrued and with or without the bringing of any legal action or the causing of any receiver to be appointed by any court; (d) make, enforce, modify and accept the surrender of Lease, or any single Lease if more than one be assigned hereunder; (e) obtain and evict tenants; (f) fix or modify rent; and (g) do all other acts which Assignee may deem necessary or proper to protect its security. Assignor does hereby specifically authorize Assignee, in Assignor's name or in Assignee's name, to sue for or otherwise collect and receive all rents, issues and profits, including those past due and unpaid, and apply the same first against all costs and expenses of operation of the Premises, of the performance of Assignor's obligations under Lease and of collection, including reasonable attorney's fees. Any amounts remaining after such application shall be applied next to interest on, and then to the principal of, the indebtedness secured hereby and upon the payment in full thereof, both principal and interest, then this Assignment and all rights of Assignee hereunder shall cease and terminate. Entry upon and taking possession of the property and the collection of the rents and the application thereof, as aforesaid, shall in no wise operate to cure or waive any default under any other instrument given by Assignor to Assignee, or prohibit the taking of any other action by Assignor under any such instrument or at law or in equity to enforce payment of the indebtedness secured by Lease or to realize on any other security.

Assignor further agrees that:

1. Should Assignor fail to perform or observe any covenant or comply with any condition contained in the Lease, then Assignee, but without obligation so to do and without notice to or demand on Assignor or releasing Assignor from its obligation so to do, may perform such covenant or condition and to the extent that Assignee shall incur any costs or pay any monies in connection therewith, including any costs or expenses of litigation, then costs, expense or payment shall be included in the indebtedness secured hereby and shall bear interest from the incurring or payment thereof at the default rate set forth in the note.
2. No action taken by Assignor or Assignee shall cause or permit the estate of any Lessee under any Lease to merge with Assignor's reversionary interest.
3. Assignee shall not be obligated to perform or discharge any obligation of Assignor under Lease, and Assignor agrees to indemnify and hold Assignee harmless against any and all liability, loss or damage which Assignee may incur under the Lease or under or by reason of this Assignment and of and from all claims and demands whatsoever which may be asserted against it by reason of an act of Assignee under this Assignment or under Lease.
4. Notwithstanding any provision of this Assignment to the contrary, Assignor hereby transfers, assigns and sets over to Assignee all of Assignor's right, title and interest in and to (a) the Lease, and (b) all rents, issues, profits, income and proceeds from the Premises. This Assignment is intended by Assignor and Assignee to create and shall be construed to create, an absolute assignment to Assignee. Assignor shall have a revocable license to collect and receive the rents and

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to retain, use and enjoy such rents. Such license may be revoked by Assignee, without notice to Assignor, upon the occurrence of an event of default under this Assignment.

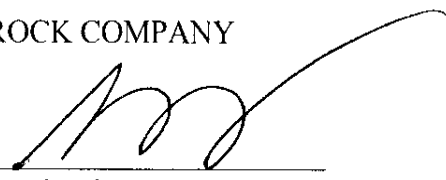
The parties agree that wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the words "Assignor" and "Assignee" shall include individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities and the respective heirs, executors, legal representatives, administrators, successors and assigns of the parties hereto, and all those holding under either of them; the word "note" shall also include one or more notes or bonds, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

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IN WITNESS WHEREOF, Assignor has executed this Assignment under seal and Assignor has delivered this Assignment to Assignee, all the day and year first written above.

ASSIGNOR:

SHAMROCK COMPANY

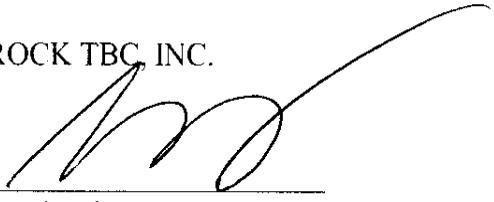
By: 

Name: Stephen C. McGue

Title: President

[CORPORATE SEAL]

SHAMROCK TBC, INC.

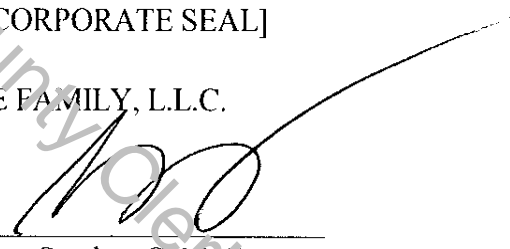
By: 

Name: Stephen C. McGue

Title: President

[CORPORATE SEAL]

MCGUE FAMILY, L.L.C.

By: 

Name: Stephen C. McGue

Title: Manager

[COMPANY SEAL]

This Instrument was prepared by and upon recording mail to:

Catherine P. Powell, Esquire
Tatum Levine & Powell, LLP
1199 Oxford Road, N.E.
Atlanta, Georgia 30306

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ACKNOWLEDGMENT

STATE OF Illinois SS.
COUNTY OF DePue

I, Patricia J Remond, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock Company, an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of December, 2005.

Patricia J Remond
Notary Public

My Commission Expires: 1-29-07

[NOTARY SEAL]

STATE OF Illinois SS.
COUNTY OF DePue

I, Patricia J Remond, a Notary Public, in and for and residing in said County and State, DO HEREBY CERTIFY that Stephen C. McGue, President of Shamrock TBC, Inc., an Illinois corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said company for the uses and purposes set forth therein.

Given under my hand and notarial seal this 20th day of December, 2005.

Patricia J Remond
Notary Public

My Commission Expires: 1-29-2007

[NOTARY SEAL]

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Shamrock-Crestwood #2051

EXHIBIT A LEGAL DESCRIPTION

THE NORTH 100 FEET OF LOT 1 IN MEYER INDUSTRIAL PARK FIRST ADDITION, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1977 AS DOCUMENT 24070639, IN COOK COUNTY, ILLINOIS.

pin number 28-03-100-098

address 13745 South Cicero Ave
Crestwood, IL

Property of COOK County Clerk's Office

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Shamrock- Glendale 2360

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 2, IN TMC SUBDIVISION OF LOTS 1, 2, AND 5 OF CRISSELL SUBDIVISION OF LOT 2 IN WESTLAKE COMMERCIAL UNIT NO. 3, BEING A SUBDIVISION IN PART OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID TMC SUBDIVISION RECORDED AUGUST 11, 1982, AS DOCUMENT NO. R82-35631, IN DU PAGE COUNTY, ILLINOIS;

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CROSS CUT IN THE CURB AT THE SOUTHEASTERLY CORNER OF SAID LOT 2; THENCE NORTH 78 DEGREES 37 MINUTES 57 SECONDS WEST (RECORD) 156.00 FEET, ALONG THE SOUTHERLY LINE OF SAID LOT 2, SAID LINE BEING THE NORTHERLY LINE OF ARMY TRAIL ROAD, TO AN IRON PIPE AT THE SOUTHWESTERLY CORNER OF LOT 2 AFORESAID; THENCE NORTH 11 DEGREES 19 MINUTES 18 SECONDS EAST 135.00 FEET, ALONG THE WESTERLY LINE OF SAID LOT 2, TO AN IRON PIPE; THENCE SOUTH 78 DEGREES 36 MINUTES 48 SECONDS EAST 156.00 FEET, ALONG THE NORTHERLY LINE OF SAID LOT 2, TO A CROSS CUT IN CURB; THENCE SOUTH 11 DEGREES 19 MINUTES 24 SECONDS WEST 134.95 FEET, ALONG THE EASTERLY LINE OF SAID LOT 2, TO THE POINT OF BEGINNING, IN DU PAGE COUNTY, ILLINOIS;

EXCEPTING THEREFROM THAT PART THEREOF CONVEYED TO THE COUNTY OF DU PAGE, A BODY POLITIC AND CORPORATE BY WARRANTY DEED RECORDED MARCH 29, 2001, AS DOCUMENT NO. R2001-53920;

PARCEL 2:

EASEMENT APPURTENANT TO PARCEL 1 FOR THE PURPOSE OF INGRESS AND EGRESS TO AND FROM ARMY TRAIL ROAD OVER THAT PART OF LOT 4 SHOWN AS EASEMENT PARCEL 1 ON THE PLAT OF TMC SUBDIVISION RECORDED AUGUST 11, 1982, AS DOCUMENT NO. R82-35631 AND AS CREATED BY DECLARATION OF EASEMENTS AGREEMENT RECORDED AUGUST 19, 1983, AS DOCUMENT NO. R83-57745.

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Shamrock-Bloomington #2998

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1: THOSE PARTS OF LOTS 3, 4, 7, 8 AND 9, ALL IN MERCHANT'S PARK-STRATFORD, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1980 AS DOCUMENT R80-78062, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF LOT 1, IN SAID MERCHANT'S PARK-STRATFORD; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE, 416.12 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, 250.00 FEET; THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST, 166.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST, 250.00 FEET TO THE EAST RIGHT OF WAY LINE OF GARY AVENUE; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE, 166.00 FEET, TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 18, 1973 AND KNOWN AS TRUST NUMBER 47030 TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1984 AND KNOWN AS TRUST NUMBER 109000 DATED DECEMBER 26, 1984 AND RECORDED AUGUST 6, 1985 AS DOCUMENT R85-63749 FOR INGRESS, EGRESS, AND PARKING OVER THE PAVED COMMON AREAS AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED AS DOCUMENT R80-80681 (EXCEPT THAT PART FALLING IN PARCEL 1), IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEED FROM LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 18, 1973 AND KNOWN AS TRUST NUMBER 47030 TO LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 26, 1984 AND KNOWN AS TRUST NUMBER 109000 DATED DECEMBER 26, 1984 AND RECORDED AUGUST 6, 1985 AS DOCUMENT R85-63749 ABOVE, ACROSS AND UPON THE STRATFORD SQUARE RING ROAD, AS ESTABLISHED BY AND CONTAINED IN ARTICLE X, PARAGRAPH H, SUBPARAGRAPH (B) (1) ON THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED OCTOBER 22, 1979 AND RECORDED NOVEMBER 5, 1979 AS DOCUMENT R79-100343, IN DUPAGE COUNTY, ILLINOIS, FOR INGRESS AND EGRESS TO PARCEL 1 ABOVE, SUCH EASEMENT TO BE SUBJECT TO THE TERMS AND CONDITIONS THEREIN PROVIDED.

Dupage County Clerk's Office

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Shamrock-Hanover Park #5514

EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 4 IN SANDPIPER COURT CENTER, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 40 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 21, 1992 AS DOCUMENT R92-176713, IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN CROSS-EASEMENT AGREEMENT RECORDED SEPTEMBER 21, 1992 AS DOCUMENT NO. R92-17818 FOR INGRESS AND EGRESS, FOR PEDESTRIAN AND VEHICULAR ACCESS, ALL IN DUAPGE COUNTY, ILLINOIS.

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Shamrock-Elmhurst

EXHIBIT A LEGAL DESCRIPTION

Lot 16 in York Grand Estates Unit Number One, being a Subdivision of part of the Southeast 1/4 of Section 26, Township 40 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded July 23, 1941, as document number 426473, in Cook County, Illinois

Property of Cook County Clerk's Office

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SCHEDULE I

List of Existing Loan Documents of Record

1. Real Estate Mortgage and Security Agreement dated November 8, 2004 and recorded as Document No: 0432434109, Cook County, Illinois Records.
2. Assignment of Lessor's Interest in Lease dated November 8, 2004, and recorded as Document No: 0432434110, aforesaid records.
3. Assignment of Purchase Price dated November 8, 2004, and recorded as Document No.: 0432434111, aforesaid records.