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0616718066

PPM Loan No. 0401902

Doc#: 0616718066 Fee: \$66.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/16/2006 03:16 PM Pg: 1 of 22

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Schwartz Cooper Chartered
180 North LaSalle Street
Suite 2700
Chicago, Illinois 60601
Attention: Sharon Zaban Letchinger

ASSUMPTION, RELEASE AND MODIFICATION AGREEMENT

THIS ASSUMPTION, RELEASE AND MODIFICATION AGREEMENT (this "Agreement") is made as of the 17th day of June, 2006, by and among MLRP SERGO LLC, a Delaware limited liability company ("Sergo"), MLRP 201 OAKTON LLC, a Delaware limited liability company ("Oakton"), MLRP TERMINAL 1 LLC, a Delaware limited liability company ("Terminal"), MLRP 2300 MAYWOOD LLC, a Delaware limited liability company ("Maywood"), MLRP 133 ROHLWING LLC, a Delaware limited liability company ("Rohlwing"), and JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation ("Lender").

RECITALS.

A. Lender has heretofore made a loan ("Loan") to Sergo, Oakton and Terminal (collectively, "Original Borrowers") in the original principal amount of Seventeen Million and 00/100 Dollars (\$17,000,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of July 16, 2004 between Original Borrowers and Lender ("Loan Agreement"), and as evidenced by a Promissory Note dated as of July 16, 2004 in the principal amount of the Loan made payable by Original Borrowers to the order of Lender ("Note"). As of the date hereof, the outstanding principal balance of the Note is \$17,000,000.00.

B. The Loan is secured by (i) a certain Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Sergo to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403080 ("Sergo Mortgage"), which Sergo Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A-1" hereto ("Sergo Property"); (ii) a certain Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Oakton to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403083 ("Oakton Mortgage"), which Oakton Mortgage encumbers the real property and all improvements thereon legally described on Exhibit "A-2" hereto ("Oakton Property"); and (iii) a certain Mortgage, Security Agreement and Financing Statement dated as of July 16, 2004 from Terminal to Lender recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403077 ("Terminal Mortgage" and, collectively with the Sergo Mortgage and the Oakton Mortgage, "Original Mortgages"), which Terminal Mortgage encumbers the real property and all improvements thereon legally described

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on Exhibit "A-3" hereto ("Terminal Property" and, collectively with the Sergo Property and the Oakton Property, "Original Property").

C. The Loan is further secured by (i) a certain Assignment of Leases and Rents dated as of July 16, 2004, from Sergo to Lender and recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403081 ("Sergo Assignment of Leases"); (ii) a certain Assignment of Leases and Rents dated as of July 16, 2004, from Oakton to Lender and recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403084 ("Oakton Assignment of Leases"); (iii) a certain Assignment of Leases and Rents dated as of July 16, 2004, from Terminal to Lender and recorded with the Cook County Recorder on July 22, 2004 as Document No. 0420403078 ("Terminal Assignment of Leases" and, collectively with the Sergo Assignment of Leases and the Oakton Assignment of Leases, "Original Assignments of Leases"); (iv) that certain Environmental Indemnity Agreement dated as of July 16, 2004 from Original Borrowers and ML Realty Partners LLC, a Delaware limited liability company ("Indemnitor") to Lender ("Environmental Indemnity"); (v) that certain Indemnification Agreement dated as of July 16, 2004 from Indemnitor to Lender ("Indemnification Agreement"), (vi) that certain Borrower's Certificate dated as of July 16, 2004 from Original Borrowers and Indemnitor to Lender ("Borrower's Certificate"); (vii) that certain Certificate and Indemnity Agreement Regarding Compliance With Building Laws dated as of July 16, 2004 from Original Borrower's to Lender (the "Certificate"), (viii) that certain Escrow Account Waiver Letter dated as of July 16, 2004 between Original Borrowers and Lender ("Waiver Letter"); and (ix) certain other loan documents (the Note, the Original Mortgages, the Original Assignments of Leases, the Environmental Indemnity, the Indemnification Agreement, the Borrower's Certificate, the Certificate, the Waiver Letter and the other documents evidencing, securing and guarantying the Loan, in their original form and as amended, are sometimes collectively referred to herein as the "Original Loan Documents").

D. Pursuant to the terms and conditions of the Original Loan Documents, the Loan is cross-defaulted and cross-collateralized with a certain Loan ("Portfolio I Loan") made by Lender to MLRP 1000 Veterans LLC, a Delaware limited liability company, MLRP Crossroads LLC, a Delaware limited liability company and MLRP Messenger LLC, a Delaware limited liability company (collectively, "Portfolio I Borrowers"), in the original principal amount of Twenty-Three Million Seven Hundred Thousand and 00/100 Dollars (\$23,700,000.00) pursuant to the terms and conditions of a Loan Agreement dated as of November 12, 2003 between Portfolio I Borrowers and Lender ("Portfolio I Loan Agreement"), and as evidenced by a Promissory Note dated as of November 12, 2003 in the principal amount of the Portfolio I Loan made payable by Portfolio I Borrowers to the order of Lender ("Portfolio I Note"). As of the date hereof, the outstanding principal balance of the Portfolio I Note is \$23,700,000.00. The terms and conditions of the Original Loan Documents also allowed the Original Borrowers to substitute properties as collateral for the Loan and the Portfolio I Loan as more particularly provided therein.

E. Maywood is the owner of fee simple title to the real property and all improvements thereon legally described on Exhibit "A-4" hereto ("Maywood Property") and Rohlwing is the owner of fee simple title to the real property and all improvements thereon legally described on Exhibit "A-5" hereto ("Rohlwing Property").

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F. Original Borrowers have requested that Lender agree to substitute as collateral for the Loan the Maywood Property and the Rohlwing Property in exchange for the release of the Oakton Property, and subject to the terms and conditions set forth below, including the assumption by Maywood and Rohlwing of all of the Original Borrowers' obligations and liabilities under the Original Loan Documents, as amended hereby, on a joint and several basis with Sergo and Terminal, Lender is willing to do so.

AGREEMENTS:

NOW, THEREFORE, in consideration of (i) the facts set forth hereinabove (which are hereby incorporated into and made a part of this Agreement), (ii) the agreement by Lender to amend the Loan as set forth hereinbelow, (iii) the covenants and agreements contained herein, and (iv) for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are hereby incorporated by this reference into this Agreement. All defined terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement.

2. **Note Assumption.** Maywood and Rohlwing, jointly and severally, hereby assume and agree to be bound by and to perform all of the terms, covenants and conditions and obligations of the Original Borrowers, on a joint and several basis with Sergo and Terminal, under the Note as a "Maker". From and after the date of this Agreement, the Note shall be construed as if the same had been originally executed by each of Maywood, Rohlwing, Sergo and Terminal and each and every reference to "Maker" in the Note shall hereinafter be deemed to collectively mean Sergo, Terminal, Maywood and Rohlwing. Lender hereby reaffirms that, as of the date hereof, all payments under the Note are current.

3. **Loan Agreement Assumption.** Maywood and Rohlwing hereby assume and agree to be bound by and to perform all of the terms, covenants and conditions and obligations of the Original Borrowers, on a joint and several basis with Sergo and Terminal, under the Loan Agreement as a "Borrower." From and after the date of this Agreement, the Loan Agreement shall be construed as if the same had been originally executed by each of Maywood, Rohlwing, Sergo and Terminal and each and every reference to "Borrower" in the Loan Agreement shall hereinafter collectively mean Sergo, Terminal, Maywood and Rohlwing. The Loan Agreement is further hereby amended as follows:

(a) The RECITALS are amended by changing Paragraph D. to F. and by inserting the following as Paragraphs D. and E., respectively:

"D. Maywood is a limited liability company which has its principal place of business at One Pierce Place, Suite 450, Itasca, Illinois 60143. Its managing member is ML Realty. Maywood is the owner of certain real estate located in the City of Maywood, Cook County, Illinois consisting of approximately 8.1216 acres in the aggregate and legally described in Exhibit A-4 hereto (the "Maywood Land"), which is improved with an office/warehouse containing 234,000 square

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feet of gross rentable area, with parking for thirty (30) vehicles (the "Maywood Improvements").

E. Rohlwing is a limited liability company which has its principal place of business at One Pierce Place, Suite 450, Itasca, Illinois 60143. Its sole member is ML Realty. Rohlwing is the owner of certain real estate located in the City of Rohlwing, DuPage County, Illinois consisting of approximately 4.8492 acres in the aggregate and legally described in Exhibit A-5 hereto (the "Rohlwing Land"), which is improved with an office/warehouse containing 102,023 square feet of net rentable area, with parking for seventy-two (72) vehicles (the "Rohlwing Improvements")."

(b) The definition of "Allocated Loan Amount" is hereby amended and restated as follows: "The amount of the Loan allocated to each property comprising the Project as follows: \$10,800,000.00 allocated to the Sergio Land, \$2,400,000.00 allocated to the Terminal Land, \$2,500,000.00 allocated to the Maywood Land and \$1,300,000.00 allocated to the Rohlwing Land."

(c) The definition of "Environmental Indemnity Agreement" is hereby deleted and replaced with the following: "The Amended and Restated Environmental Indemnity Agreement executed by Sergio, Terminal, Maywood, Rohlwing and Indemnitor, as originally executed or as may be hereafter supplemented or amended from time to time in writing."

(d) The definition of "Improvements" is hereby amended to include the Maywood Improvements and the Rohlwing Improvements.

(e) The definition of "Land" is hereby amended to include the Maywood Land and the Rohlwing Land, as legally described in Exhibits A-4 and A-5 hereto, respectively, and to be considered as Exhibits A-4 and A-5 to the Loan Agreement.

(f) The definition of "Loan Documents" is hereby amended to include each of the loan documents to be executed by each of Maywood and Rohlwing to fully encumber the Maywood Property and the Rohlwing Property as collateral for the Loan as more particularly set forth in Paragraph 5 hereinbelow.

(g) The definition of "Project" is hereby amended to include each of the Maywood Land, the Maywood Improvements, the Rohlwing Land and the Rohlwing Improvements.

(h) The Notice provision set forth in Section 10.3 of the Loan Agreement is hereby amended to include the following additional addresses for notices given to the Borrowers:

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“MLRP 2300 Maywood LLC
One Pierce Place
Suite 450
Itasca, Illinois 60143
Attention: Patrick Hogan

and

MLRP 133 Rohlwing LLC
One Pierce Place
Suite 450
Itasca, Illinois 60143
Attention: Patrick Hogan”

(i) Exhibit B of the Loan Agreement containing the Permitted Exceptions is hereby amended by inserting the following for the Maywood Land and the Rohlwing Land, respectively:

“MAYWOOD LAND

The following are the permitted exceptions per Pro Forma Loan Policy No. NCS-234591-CHI1 issued by First American Title Insurance Company:

Exceptions 1 though 11, inclusive in Schedule B, Part 1 and Exceptions 1 through 3, inclusive in Schedule B, Part 2.

ROHLWING LAND

The following are the permitted exceptions per Pro Forma Loan Policy No. NCS-197175-CHI2 issued by First American Title Insurance Company.

Exceptions 1 through 4, inclusive in Schedule B, Part 1 and Exceptions 1 through 3, inclusive in Schedule B, Part 2.

(j) The parties hereto agree that all of the representations and warranties contained in the Loan Agreement as relate to the “Improvements, the “Land” and/or the “Project” are hereby remade and shall also apply to the Maywood Land, the Maywood Improvements, the Rohlwing Land and the Rohlwing Improvement, as the case may be.

(k) The parties hereto further agree that pursuant to the release as provided in paragraph 6 hereinbelow, each and every references to “Oakton”, “Oakton Land”, “Oakton Improvements” or any other terms or provisions referring to any of the foregoing terms, are hereby deleted from the Loan Agreement in their entirety.

4. **Waiver Letter Assumption**. Maywood and Rohlwing hereby assume and agree to be bound by and to perform all of the terms, covenants and conditions and obligations of the Original Borrowers, on a joint and several basis with Sergio and Terminal, under the Waiver Letter as a “Borrower”. From and after the date of this Agreement, the Waiver Letter shall be construed as if the same had been originally executed by each of Maywood, Rohlwing, Sergio

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and Terminal and each and every reference to "Borrower" in the Waiver Letter shall hereinafter collectively mean Sergo, Terminal, Maywood and Rohlwing.

5. **Other Loan Documents.** As a condition precedent to the agreements herein contained, each of Maywood and Rohlwing hereby agree to each execute and deliver or cause to be delivered to Lender the following documents related to the Maywood Property and the Rohlwing Property, as appropriate, in form and substance satisfactory to Lender in order to fully encumber the Maywood Property and the Rohlwing Property as collateral for the Loan:

- (a) Mortgage, Security Agreement and Financing Statement;
- (b) Assignment of Leases and Rents;
- (c) UCC Financing Statements;
- (d) Amended and Restated Environmental Indemnity Agreement (which shall also be executed and delivered by Sergo, Terminal and Indemnitor);
- (e) Borrower's Certificate;
- (f) Certificate and Indemnity Agreement Regarding Compliance With Building Laws;
- (g) One or more ALTA Loan Title Insurance Policy(ies) issued by First American Title Insurance Company insuring that Lender has a first mortgage lien position on each of the Maywood Property and the Rohlwing Property as collateral for the Portfolio I Loan and the Loan;
- (h) One or more Date-Down Endorsement(s) to Lender's existing ALTA Loan Title Insurance Policies issued by First American Title Insurance Company for each of the Veterans Property, the Crossroads Property, the Messenger Property, the Sergo Property and the Terminal Property insuring that Lender has a first mortgage lien position on each such property, as the same is modified by this Agreement, as collateral for the Portfolio I Loan and the Loan; and
- (i) Such other agreements, instruments, documents and other writings as may be requested by Lender to maintain the perfection and first lien priority of Lender's security interest in the Sergo Property, the Terminal Property, the Maywood Property and the Rohlwing Property.

6. **Consent and Release.** By its execution hereof, Lender consents to the substitution of the Maywood Property and the Rohlwing Property in lieu of the Oakton Property as collateral for the Loan and consents to Maywood's and Rohlwing's assumption of the Note and the liabilities and obligations of the Original Borrowers thereunder, on a joint and several basis with Sergo and Terminal, and of the other Loan Documents to which Maywood and Rohlwing have each become a party as herein provided, on the terms and conditions herein set forth. Subject to the satisfaction of each of the terms and conditions herein contained, Lender hereby releases Oakton from its obligations and liabilities under each of the Original Loan

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Documents to which it is a party and any reference to “Oakton”, “Oakton Land”, “Oakton Improvements” and/or “Oakton Property” or any other terms or provisions referring to any of the foregoing terms, are hereby deleted from the Original Loan Documents in their entirety. Lender further agrees that the Oakton Property is released and discharged as collateral for the Loan and Lender agrees to execute and deliver to Oakton a release of the Oakton Mortgage, the Oakton Assignment of Leases and any UCC Financing Statements in which Oakton is a debtor.

7. **Cross-Default and Cross-Collateralization.** Each of Sergo, Terminal, Maywood and Rohlwing hereby agree that the cross-default and cross-collateralization arrangements provided for in the “Loan Documents” (as such term is defined in the Loan Agreement as amended hereby) are in full force and effect and equally apply to any documents executed by either or both of Maywood and Rohlwing to encumber the Maywood Property and the Rohlwing Property as collateral for the Loan.

8. **Representations and Warranties of Borrowers.** Original Borrowers, Maywood and Rohlwing (collectively, “Borrowers”) hereby represent, covenant and warrant to Lender as follows:

(a) The representations and warranties in each of the Loan Documents (as modified hereby) are true and correct as of the date hereof.

(b) There is currently no Event of Default (as defined in the Loan Agreement) under any of the Loan Documents and Borrowers do not know of any event or circumstance which with the giving of notice or passing of time, or both, would constitute an Event of Default under any of the Loan Documents.

(c) The Loan Documents are in full force and effect and, following the execution and delivery of this Agreement, they continue to be the legal, valid and binding obligations of Sergo, Terminal, Maywood and Rohlwing and Indemnitor (as the case may be), enforceable in accordance with their respective terms, subject to limitations imposed by general principles of equity.

(d) There has been no material adverse change in the financial condition of any of the Borrowers, Indemnitor or any other party whose financial statement has been delivered to Lender in connection with the Loan from the date of the most recent financial statements received by Lender.

(e) As of the date hereof, neither Borrowers nor Indemnitor have any claims, counterclaims, defenses, or set-offs with respect to the Loan or the Loan Documents as modified herein.

(f) Each party comprising Borrowers and Indemnitor is validly existing under the laws of the State of Delaware, is qualified to do business in Illinois and has the requisite power and authority to execute and deliver this Agreement and to perform its respective obligations under the Loan Documents as modified herein. The execution and delivery of this Agreement and the performance of the Loan Documents as modified herein have been duly authorized by all requisite action by or on behalf of each of the

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parties comprising Borrowers and Indemnitor. This Agreement has been duly executed and delivered on behalf of each party comprising Borrowers and Indemnitor.

9. Miscellaneous.

(a) As a condition precedent to the agreements contained herein, concurrently herewith, Borrowers shall pay all out-of-pocket costs and expenses incurred by Lender in connection with this Agreement, including without limitation, title charges, recording fees and reasonable attorney fees.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

(c) This Agreement shall not be construed more strictly against Lender than against Borrowers or Indemnitor merely by virtue of the fact that the same has been prepared by counsel for Lender, it being recognized that Borrowers, Indemnitor and Lender have contributed substantially and materially to the preparation of this Agreement, and Borrowers, Indemnitor and Lender each acknowledge and waive any claim contesting the existence and the adequacy of the consideration given by the other in entering into this Agreement. Each of the parties to this Agreement represents that it has been advised by its respective counsel of the legal and practical effect of this Agreement, and recognizes that it is executing and delivering this Agreement, intending thereby to be legally bound by the terms and provisions hereof, of its own free will, without promises or threats or the exertion of duress upon it. The signatories hereto state that they have read and understand this Agreement, that they intend to be legally bound by it and that they expressly warrant and represent that they are duly authorized and empowered to execute it.

(d) Notwithstanding the execution of this Agreement by Lender, the same shall not be deemed to constitute Lender a venturer or partner of or in any way associated with Borrowers or Indemnitor nor shall privity of contract be presumed to have been established with any third party.

(e) Borrowers, Indemnitor and Lender each acknowledges that there are no other understandings, agreements or representations, either oral or written, express or implied, that are not embodied in the Loan Documents and this Agreement, which collectively represent a complete integration of all prior and contemporaneous agreements and understandings of Borrowers, Indemnitor and Lender; and that all such prior understandings, agreements and representations are hereby modified as set forth in this Agreement. Except as expressly modified hereby, the terms of the Loan Documents are and remain unmodified and in full force and effect.

(f) This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

(g) Any references to the "Loan Agreement", the "Note", the "Mortgages", the "Assignments of Leases", the "Environmental Indemnity Agreement", the "Indemnification Agreement" or the "Loan Documents" contained in any of the Loan

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Documents shall be deemed to refer to such documents as amended hereby or newly executed as herein provided.

(h) The paragraph and section headings used herein are for convenience only and shall not limit the substantive provisions hereof. All words herein which are expressed in the neuter gender shall be deemed to include the masculine, feminine and neuter genders. Any word herein which is expressed in the singular or plural shall be deemed, whenever appropriate in the context, to include the plural and the singular.

(i) This Agreement may be executed in one or more counterparts, all of which, when taken together, shall constitute one original Agreement.

(j) Time is of the essence of each of Borrowers' and Indemnitee's obligations under this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

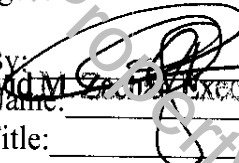
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement dated as of the day and year first above written.

LENDER:

JACKSON NATIONAL LIFE INSURANCE COMPANY

By: PPM Finance, Inc., its authorized agent

By: 
Name: David M. Zechin Executive Vice President
Title: _____

BORROWERS:

MLRP SERGO LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: Patrick J. Hogan
Its: Senior Vice President / Principal

MLRP OAKTON LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: Patrick J. Hogan
Its: Senior Vice President / Principal

MLRP TERMINAL 1 LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: Patrick J. Hogan
Its: Senior Vice President / Principal

MLRP 2300 MAYWOOD LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its managing member

By: Patrick J. Hogan
Its: Senior Vice President / Principal

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MLRP 133 ROHLWING LLC, a Delaware limited liability company

By: ML Realty Partners LLC, a Delaware limited liability company, its sole member

By: Patrick Hogan
Its: Senior Vice President / Principal

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STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 7th day of June, 2006, before me, a notary public in and for the State and County aforesaid, personally appeared **David M. Zachar**, who acknowledged himself to be the Executive Vice President of PPM Finance, Inc., a corporation and authorized agent for Jackson National Life Insurance Company, a corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the authorized agent of the corporation by himself as such Executive Vice President.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Jamie A. Newland

Notary Public

Property of Cook County Clerk's Office

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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of PPM Finance, Inc., authorized agent of Jackson National Life Insurance Company, a Michigan corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2006.

Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hogan, Sr VP / Principal of ML Realty Partners LLC, a Delaware limited liability company, the sole member of MLRP Sergo LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Pontarelli

Notary Public



My Commission Expires: _____

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STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hogan, Sr VP/Principal of ML Realty Partners LLC, a Delaware limited liability company, the managing member of MLRP 2300 Maywood LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Pontarelli
Notary Public

My Commission Expires: _____



STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hogan, Sr VP/Principal of ML Realty Partners LLC, a Delaware limited liability company, the sole member of MLRP 133 Rohlwing LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Pontarelli
Notary Public

My Commission Expires: _____



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EXHIBIT A-1

Legal Description

PARCEL 1:

LOT 1 IN CENTERPOINT BUSINESS CENTER, BEING A RESUBDIVISION IN SECTION 10, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 8, 2003 AS DOCUMENT 0328119083, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE EAST-WEST ROADWAY EASEMENT AREA AND THE EAST ROADWAY EASEMENT AREA CREATED BY THE CENTERPOINT MC COOK INDUSTRIAL CENTER UNIT NO 1 SUBDIVISION RECORDED AS DOCUMENT 09015566 AND MORE PARTICULARLY DESCRIBED ON EXHIBITS "D" AND "E" IN THE RECIPROCAL GRANT OF EASEMENT AGREEMENT RECORDED JUNE 22, 1999 AS DOCUMENT 99598178 AND AS CREATED BY DEED FROM CENTERPOINT PROPERTIES CORPORATION TO MLRP ERGO LLC, RECORDED JANUARY 2, 2004 AS DOCUMENT 0400245005.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY PLAT OF CENTERPOINT MC COOK INDUSTRIAL CENTER UNIT NO. 2 SUBDIVISION RECORDED SEPTEMBER 20, 2002 AS DOCUMENT 0021033691 AND AS SET FORTH ON PLAT OF SUBDIVISION OF CENTERPOINT BUSINESS CENTER RECORDED OCTOBER 8, 2003 AS DOCUMENT 0328119083.

PROPERTY ADDRESS:

9450 Sergo Drive, McCook, Illinois

PERMANENT INDEX NUMBER:

18-10-300-037

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EXHIBIT A-2

Legal Description

PARCEL 1:

LOT B, DES PLAINES INDUSTRIAL AND RESEARCH CENTER-SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH EAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR DRAINAGE AND UTILITY PURPOSES OVER WEST 10.00 FEET OF LOT A, DES PLAINES INDUSTRIAL & RESEARCH CENTER SUBDIVISION, CONTAINED IN DECLARATION OF EASEMENTS DATED OCTOBER 6, 1980, RECORDED 27, 1980 AS DOCUMENT 25540781.

PARCEL 3:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER DETENTION OVER SOUTH 25.00 FEET OF EAST 280.00 FEET OF LOT A, DES PLAINES INDUSTRIAL & RESEARCH CENTER SUBDIVISION, CONTAINED IN DECLARATION OF EASEMENTS DATED OCTOBER 6, 1980 RECORDED OCTOBER 27, 1980 AS DOCUMENT 25540781.

PROPERTY ADDRESS: 201 West Oakton, Des Plaines, IL

PERMANENT INDEX NUMBER: 08-25-201-009-0000

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EXHIBIT A-3 Legal Description

PARCEL 1:

THAT PART OF THE WEST HALF OF THE WEST HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE SOUTHERLY LINE OF THE RIGHT OF WAY AS CONVEYED TO THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 293080 (THE RIGHT OF WAY CONVEYED BY SAID DEED NOW KNOWN AS THAT OF THE ILLINOIS NORTHERN RAILWAY); EXCEPT THAT PART THEREOF DEDICATED FOR CENTRAL PARK AVENUE BY INSTRUMENT RECORDED JUNE 4, 1875 AS DOCUMENT 32096; AND EXCEPT THE EAST 300 FEET OF THE SOUTH 50 FEET THEREOF CONVEYED TO THE CHICAGO AND ILLINOIS WESTERN RAILROAD BY DEED RECORDED AS DOCUMENT 3810763.

PARCEL 2:

THAT PART OF THE WEST 30 FEET OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE NORTH 33 FEET THEREOF AND NORTH OF THE NORTHERLY LINE OF THE RIGHT OF WAY AS CONVEYED TO THE CHICAGO AND GRAND TRUNK RAILROAD COMPANY BY DEED RECORDED AS DOCUMENT 293080 (RIGHT OF WAY CONVEYED BY SAID DEED NOW COMMONLY KNOWN AS THAT OF THE ILLINOIS NORTHERN RAILWAY).

PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT OF EASEMENT BETWEEN S. A. HEALY COMPANY, A CORPORATION AND MORRIS EISEN AND ETHEL EISEN HIS WIFE AND HARRY EISEN AND NIOMA EISEN HIS WIFE, DATED SEPTEMBER 8, 1959 AND RECORDED SEPTEMBER 16, 1959 AS DOCUMENT NO. 17660116 AND AS CORRECTED BY AMENDMENT RECORDED ON OCTOBER 7, 1959 AS DOCUMENT NO. 17679218 FOR INGRESS AND EGRESS AND FOR THE PASSAGE OF TRAFFIC AND FOR THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PAVEMENT AND ALL UTILITIES ON, OVER, AND UNDER THE FOLLOWING DESCRIBED PROPERTY TO WIT:

A PARCEL OF LAND IN THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35 DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 35, WITH A LINE 30 FEET (MEASURED PERPENDICULARLY) SOUTHERLY FROM AND PARALLEL WITH THE SOUTHERLY RIGHT OF WAY OF THE ILLINOIS NORTHERN RAILWAY COMPANY, SAID POINT OF INTERSECTION BEING 334.07 FEET, MORE OR LESS, SOUTH FROM THE NORTHWEST CORNER OF SAID EAST HALF AND RUNNING THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 31.63 FEET, TO ITS INTERSECTION WITH A LINE 30 FEET (MEASURED PERPENDICULARLY) EAST FROM AND PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER; THENCE SOUTH, ALONG THE LAST DESCRIBED PARALLEL LINE, A DISTANCE OF 5.37 FEET; THENCE SOUTHWESTWARDLY, ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 226.30 FEET, A DISTANCE OF 87.99 FEET TO A POINT ON THE WEST LINE OF SAID EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER WHICH IS 77.47 FEET SOUTH FROM THE PLACE OF BEGINNING; AND THENCE NORTH ALONG SAID WEST LINE OF THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER, A DISTANCE OF 77.47 FEET TO THE PLACE OF BEGINNING;

UNOFFICIAL COPY**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY GRANT OF EASEMENT BETWEEN S. A. HEALY COMPANY, A CORPORATION AND MORRIS EISEN AND ETHEL EISEN, HIS WIFE, AND HARRY EISEN AND NIOMA EISEN, HIS WIFE, DATED SEPTEMBER 8, 1959 AND RECORDED SEPTEMBER 16, 1959 AS DOCUMENT NO. 17660116 AND AS CORRECTED BY AMENDMENT RECORDED ON OCTOBER 7, 1959 AS DOCUMENT NO. 17679218, FOR INGRESS AND EGRESS AND THE PASSAGE OF TRAFFIC OVER SAME AND FOR INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF PAVEMENT AND ALL UTILITIES ON, OVER AND UNDER A STRIP OF LAND 30 FEET WIDE ACROSS THE EAST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHERLY OF AND ADJOINING THE 50 FOOT RIGHT OF WAY OF THE ILLINOIS NORTHERN RAILWAY COMPANY;

PARCEL 5: EASEMENT FOR THE BENEFIT OF PARCEL 1 DATED FEBRUARY 19, 1960 AND RECORDED MARCH 8, 1960 AS DOCUMENT 17798729 CREATED BY GRANT MADE BY THE ATCHISON TOPEKA AND SANTA FE RAILWAY COMPANY AND ILLINOIS NORTHERN RAILWAY COMPANY TO NEAR SOUTH CO., INC., FOR A PRIVATE ROAD UPON AND ACROSS THE TRACKS AND THE FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 33 FEET IN WIDTH; BEING ALL THAT PART OF THE PROPERTY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF AND ADJOINING THE EAST LINE OF THE WEST HALF OF SAID QUARTER SECTION;

PARCEL 6:

EASEMENT FOR THE BENEFIT OF PARCEL 1 DATED FEBRUARY 19, 1960 AND RECORDED MARCH 8, 1960 AS DOCUMENT NO. 17798730, CREATED BY GRANT MADE BY THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AND THE ILLINOIS NORTHERN RAILWAY COMPANY TO NEAR SOUTH CO., INC., FOR PRIVATE ROAD UPON AND ACROSS THE TRACKS AND FOLLOWING DESCRIBED LAND:

A STRIP OF LAND 33 FEET IN WIDTH, BEING ALL THAT PART OF THE PROPERTY OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE 33 FEET EASTERLY OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF THE WEST HALF OF SAID QUARTER SECTION; ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESSES:

3130 S. St. Louis, Chicago, Illinois
3220 S. St. Louis, Chicago, Illinois
3250 S. St. Louis, Chicago, Illinois

PERMANENT INDEX NUMBER:

16-35-200-009
16-35-200-010
16-35-200-011
16-35-200-021

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EXHIBIT A-4

Legal Description

PARCEL 1:

THAT PART OF LOTS 14 TO 17, BOTH INCLUSIVE, AND 19 TO 22, BOTH INCLUSIVE, ALL TAKEN AS A TRACT, IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF A LINE 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE THE NORTHWEST 1/4 OF SECTION 15 AFORESAID, WITH THE SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE, AS DEDICATED PER DOCUMENT NUMBER 10112659; THENCE NORTHWESTERLY ALONG THE SAID SOUTHWESTERLY LINE OF SOUTH MAYWOOD DRIVE AND ALONG THE SOUTHWESTERLY LINE OF MADISON STREET, AS RELOCATED PER DOCUMENT NUMBER 0225425, TO THE POINT OF INTERSECTION, WITH THE EAST LINE OF THE WEST 238.51 FEET OF LOTS 19 AND 20, AFORESAID; THENCE SOUTH ALONG THE SAID EAST LINE, 380.78 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF THE SAID TRACT, 15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF THE SAID TRACT, TO A POINT 169.13 FEET, NORTH OF THE SOUTH LINE OF THE SAID TRACT; THENCE WEST 245.82 FEET, TO A POINT 169.45 FEET, NORTH OF THE SOUTH LINE OF THE SAID TRACT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID TRACT, 49.53 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, TO A POINT ON A LINE 248 FEET, EAST OF THE WEST LINE OF SAID TRACT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID TRACT, TO A POINT, 118 FEET, NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTHWESTERLY TO A POINT, 166 FEET, EAST OF THE WEST LINE AND 75 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE WEST PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 133 FEET, TO THE EAST LINE OF SOUTH 2577 AVENUE; THENCE SOUTH ALONG THE SAID EAST LINE, TO A POINT ON A LINE, 50 FEET, NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT; THENCE EAST ALONG THE SAID PARALLEL LINE TO A POINT 973.32 FEET, EAST OF THE WEST LINE OF SAID TRACT; THENCE NORTHEASTERLY TO A POINT 68.83 FEET, NORTH OF THE SOUTH LINE OF SAID TRACT, AS MEASURED ALONG A LINE 1123.32 FEET, EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15, AFORESAID; THENCE NORTH ALONG THE SAID PARALLEL LINE, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 50.00 FEET OF LOT 15 (EXCEPT THAT PART THEREOF LYING EAST OF A LINE DRAWN 1123.32 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 15) AND THE SOUTH 50.00 FEET OF LOTS 16, 21 AND 22 (EXCEPT THE WEST 33.00 FEET OF LOT 22) IN THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

A PARCEL OF LAND DESCRIBED AS BEGINNING AT A POINT WHICH IS THE INTERSECTION OF A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF THE COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE "VILLAGE LINE" (SAID VILLAGE LINE BEING 1123.32 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 15); THENCE WEST ALONG A LINE 50 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID COMMISSIONER'S PARTITION, A DISTANCE OF 150 FEET TO A POINT; THENCE IN A NORTHEASTERLY DIRECTION A DISTANCE OF 151.25 FEET TO A POINT IN SAID VILLAGE LINE, 18.83 FEET NORTH OF THE POINT OF BEGINNING; THENCE SOUTH A DISTANCE OF 18.83 FEET TO THE POINT OF BEGINNING, IN COMMISSIONER'S PARTITION OF THE NORTH 56 ACRES OF THE WEST 1/2 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 2300 Maywood Drive, Bellwood, IL

PERMANENT INDEX NUMBERS: 15-15-102-004

15-15-102-022

15-15-102-032

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EXHIBIT A-5

LEGAL DESCRIPTION

LOT 2 IN DUPAGE INDUSTRIAL HEIGHTS, BEING A RESUBDIVISION OF PART OF LOT 120 IN 53 TRAILS ESTATES UNIT NO. 2, A SUBDIVISION IN SECTION 30, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED SEPTEMBER 13, 1967 AS DOCUMENT R67-36222, IN DUPAGE COUNTY, ILLINOIS.

PROPERTY ADDRESS: 133 SOUTH ROHLWING ROAD, ADDISON, IL

P.I.N.: 03-30-300-006

UNOFFICIAL COPY

Reaffirmation of Indemnification Agreement

Indemnitor acknowledges the execution and delivery of the Assumption, Release and Modification Agreement (the "Agreement") to which this Reaffirmation is attached and consents to the terms thereof. Indemnitor ratifies and affirms the Indemnification Agreement and agrees that the Indemnification Agreement is in full force and effect following the execution and delivery of the Agreement. The representations and warranties of Indemnitor in the Indemnification Agreement are, as of the date hereof, true and correct and Indemnitor does not know of any default thereunder. The Indemnification Agreement continues to be the valid and binding obligation of Indemnitor, enforceable in accordance with its terms and Indemnitor has no claims or defenses to the enforcement of the rights and remedies of Lender thereunder.

ML REALTY PARTNERS LLC,
a Delaware limited liability company

By: Patrick J. Hagan
Its: Senior Vice President / Principal

STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

On the _____ day of June, 2006 before me, a notary public in and for the State and County aforesaid, personally appeared Patrick J. Hagan, Senior Vice President / Principal of ML Realty Partners LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his authorized capacity, and that by his/her signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Michelle Pontarelli
Notary Public

My Commission Expires: _____

