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Cook County Recorder of Deeds  
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Nes-244769- HAW  
183 7AB

Address of Premises: 321 North Clark Street  
Chicago, Illinois

Property of Cook County Clerk's Office

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**MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT,  
FIXTURE FILING AND ASSIGNMENT OF RENTS**

39

made by

**HINES REIT 321 NORTH CLARK STREET LLC**  
as Mortgagor,

in favor of

**HSH NORDBANK AG, NEW YORK BRANCH**  
as agent for Lenders,  
as Mortgagee

---

This instrument prepared by, and when recorded, return to:

Kaye Scholer LLP  
425 Park Avenue  
New York, New York 10022  
Attention: Warren J. Bernstein, Esq.

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THIS MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, FIXTURE FILING AND ASSIGNMENT OF RENTS (this "Mortgage"), made as of August 1, 2006 made by **HINES REIT 321 NORTH CLARK STREET LLC**, a Delaware limited liability company, having an address at c/o Hines REIT Properties, L.P., 2800 Post Oak Blvd., Suite 5000, Houston, Texas 77056 ("Mortgagor"), for the benefit of **HSH NORDBANK AG, NEW YORK BRANCH**, a German banking corporation acting through its New York branch, having an office at 230 Park Avenue, New York, New York 10169, in its capacity as agent for the Lenders (in its capacity, together with any permitted successor agent, the "Mortgagee") as more particularly set forth in the Credit Agreement (as hereinafter defined).

## RECITALS

**WHEREAS**, Mortgagor is the owner of those certain fee interests of land lying and being situated in Chicago, Illinois and more particularly described on Exhibit A hereto;

**WHEREAS**, this Mortgagee is given to secure a credit facility in a maximum aggregate principal amount not to exceed \$500,000,000 (the "Loan") pursuant to that certain Credit Agreement dated as of August 1, 2006 among Mortgagor and the other "Borrowers" from time to time party thereto (collectively, "Borrowers"), Hines REIT Properties, L.P. ("Sponsor"), Mortgagee and "Lenders" from time to time party thereto (the "Credit Agreement"), as evidenced by that certain Promissory Note dated as of August 1, 2006 made by Borrowers in favor of Mortgagee in said principal amount (the "Note"); and

**WHEREAS**, as a condition precedent to Lenders making and Mortgagee administering the Loan, Mortgagor has agreed to execute and deliver this Mortgagee to Mortgagee in order to create a first lien on the Mortgaged Property (as hereinafter defined) and to better secure Mortgagor's performance of Mortgagor's obligations under the Financing Documents, including the payment of all Obligations when due pursuant to the Note, the Credit Agreement and the other Financing Documents;

## GRANTING CLAUSE

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, including Mortgagee's and Lenders' entering into the Credit Agreement, the receipt and legal sufficiency of which are hereby expressly acknowledged by all parties, to secure the full and complete payment of the principal, Interest, Additional Interest and other sums payable pursuant to the Note, Credit Agreement, this Mortgagee and the other Financing Documents and the full and complete payment and performance of the Obligations, including Mortgagor's performance of Mortgagor's obligations pursuant to the Note, the Credit Agreement and the other Financing Documents, Mortgagor does hereby grant, pledge, mortgage, warrant, deed, sell, transfer, assign, and convey, to Mortgagee and its successors and assigns, subject only to the Permitted Encumbrances, the following (collectively, the "Mortgaged Property"):

All of Mortgagor's right, title and interest, now owned or hereafter acquired, in and to the following described properties and interests and all replacements or substitutes

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therefor and all products and proceeds thereof, and accessions thereto, and whether held to be real or personal property, tangible or intangible whether now or hereafter acquired:

(a) Premises. Those certain tracts of land described in Exhibit A attached hereto, together with all streets, vaults or alleys (open or proposed), strips and gores adjoining or appurtenant to such land, and underlying roadways or public rights-of-way or otherwise (the "Land") and all of the buildings, improvements, structures, Personal Property, amenities, fixtures and personal property and any additions or alterations thereto or replacements thereof which are now existing or are hereafter constructed and/or installed upon the Land (collectively, the "Improvements"), including all estates, easements, licenses, interests, rights, rights of way, water rights, mineral rights, titles, powers, appurtenances and privileges of every kind and character which Mortgagor now has or at any time hereafter acquires, in and to the Land and the Improvements (all of the foregoing, collectively, the "Premises");

(b) Space Lease or Space Leases. Any and all leases, subleases, licenses, concessions and other agreements related to the occupancy of any portion of the Premises now or hereafter entered into by or on behalf of the applicable Borrower or its predecessors in title thereto, together with any and all extensions or renewals thereof;

(c) Rents. All rents, royalties, revenues, issues, bonuses, income, receipts, accounts, accounts receivable, deposits, profits and other benefits now due, past due, or which may become due, or to which Mortgagor may now or hereafter become entitled, or may demand or claim, additional, percentage, participation and other rentals, fees and deposits, arising or issuing from or out of the Space Leases or the Premises, including cash, securities or letters of credit deposited thereunder to secure performance by the Tenants of their obligations thereunder, including under any Space Lease Guaranties or Space Lease Security, and any interest accrued thereon or dividends payable to the holders thereof, any premium or other consideration payable by any Tenant for or upon the cancellation or modification of a Space Lease, or arising or issuing from or out of the Premises or any part thereof or interest therein; together with any and all rights which Mortgagor may have with respect to rent insurance proceeds or business interruption insurance proceeds, and settlements, judgments and bankruptcy claims with respect to unpaid rents or the rejection or termination of any Space Lease, including any amounts received by Mortgagor, or on Mortgagor's behalf, in connection with any termination, cancellation or surrender of any Space Lease, whether occurring as a result of a default by a Tenant under the applicable Space Lease, by agreement of Mortgagor and such Tenant, by the terms of the applicable Space Lease or in connection with any bankruptcy or other insolvency proceeding of such Tenant; and the rents and other sums payable to Mortgagor in connection with the underletting of space covered under any Space Lease and any consideration payable to Mortgagor in connection with the assignment of any Space Lease (collectively, the "Rents");

(d) Space Lease Security and Space Lease Guaranties. All security deposits for the performance of a Tenant's obligations under any Space Lease, including any letter of credit or other instrument given as a security deposit (or in lieu of a cash security deposit) under any Space Lease ("Space Lease Security") and all guaranties given to secure the performance by a Tenant of any of its obligations under any Space Lease ("Space Lease Guaranties");



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- (e) Premises Documents. All reciprocal easement or operating agreements, declarations, development agreements, developer's or utility agreements, and any similar such agreements or declarations now or hereafter affecting the Premises or any part thereof, including those described in Exhibit B attached hereto (the "Premises Documents");
- (f) Personal Property. To the extent owned by Mortgagor, all fixtures, fittings, appliances, apparatus, equipment, machinery, furnishings and any other tangible or intangible personal property, now or hereafter attached or affixed to, placed upon or used in any way in connection with the use, enjoyment, operation or occupancy of the Premises, including, all heating, air conditioning, incinerating, refrigerating, monitoring, water, cleaning and communications apparatus and equipment whatsoever, all computers, computer software, televisions, systems, photocopiers, telecopiers, medical equipment, fire sprinkler and alarm systems, all boilers, engines, motors, dynamos, generating equipment, piping and plumbing fixtures, ranges, cooling utensils and apparatus and mechanical kitchen equipment, refrigerators, cooling, ventilating, sprinkling and vacuum cleaning systems, fire extinguishing and prevention apparatus, gas and electrical fixtures, elevators, escalators, partitions, built-in mirrors, planters, shelves, spotlighting equipment, lockers, cabinets, window covering and all hardware therefor, carpeting and other floor covering, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, lighting fixtures, lamps, bulbs, electrical and other signs, office furniture, window shades, blinds, screens, storm sash, awnings, furnishings and artwork in public spaces, halls and lobbies, and shrubbery and plants (and including, all interest of Mortgagor in any of such items, at any time acquired under any security agreement, conditional sale contract, chattel mortgage or other security instrument), wherever located (collectively, the "Personal Property");
- (g) Insurance Proceeds. All proceeds or awards payable or to be payable under each policy of insurance relating to the Premises, including the Insurance Policies, and any returned, refunded or rebated premiums in connection therewith;
- (h) Condemnation Awards. All rights or awards due to Mortgagor arising out of any eminent domain or condemnation proceedings for the taking or for loss of value of any of the Premises or any proceeds of any suit or action;
- (i) Mineral and Development Rights, Etc. All estates, easements, rights, rights of way, licenses, timber to be cut, water rights, mineral rights, as-extracted collateral, privileges and appurtenances including additional development rights and air rights, now or hereafter belonging to or in any way appertaining to the Premises;
- (j) Utility Deposits. All monetary deposits which Mortgagor has been, or may be, required to give to any public or private utility with respect to utility services furnished, or to be furnished, to the Premises;
- (k) Permits. All certificates, including certificates of occupancy and certificates of compliance, authorizations, franchises, consents and approvals given by and licenses and permits issued by Governmental Authorities, and other rights and privileges issued by any and all Governmental Authorities and any other Persons in connection with the ownership, operation, construction, use, management, leasing or occupancy of the Premises;

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- (l) Tests, Studies, Etc. All environmental tests, studies and reports, current and future environmental claims and rights of action including tort claims and rights of indemnity and contribution under any Environmental Law against the prior owners, neighboring owners, tenants, consultants, advisors and third parties;
- (m) Contracts of Sale. All contracts of sale and options relating to the acquisition or disposition by Mortgagor of any portion of the Premises, and all amendments, modifications, renewals, expansions and supplements thereto;
- (n) Contracts and Agreements. All contracts, instruments, bonds, equipment leases, and agreements now or hereafter entered into by or on behalf of Mortgagor with any party with respect to (i) the management, leasing, promotion, marketing, development, construction, operation or sale of any portion of the Premises including that certain Property Management and Leasing Agreement between between Hines REIT 321 North Clark Street LLC, as Owner, and Hines Interests Limited Partnership, as Manager, for 321 North Clark Street, Chicago, Illinois, dated as of April 24, 2006, (ii) the ownership, use or occupancy of the Premises, and (iii) the construction (original, restorative or otherwise) of any of the Premises, or the furnishing of any materials, supplies, furnishings, fixtures, equipment or labor in connection with any such construction (including all right, title, and interest of Mortgagor in, to, and under any subcontracts in connection with such construction); and all other contracts, instruments, bonds, equipment leases, and agreements now or hereafter affecting the Premises, and all amendments, modifications, renewals, expansions and supplements thereto, and all rights to receive liquidated or other damages under the foregoing;
- (o) Plans. All of the plans, specifications, and drawings (including plot plans, foundation plans, utility facilities plans, floor plans, elevations plans, framing plans, cross-sections of walls plans, mechanical plans, electrical plans, architectural and engineering plans and specifications, and architectural and engineering studies and analyses) heretofore or hereafter prepared by any architect or engineer with respect to any of the Premises and all amendments, modifications, renewals, expansions and supplements thereto;
- (p) Interest Rate Protection Agreements. Any interest rate protection arrangement to which Mortgagor is a party, including any Lender Interest Rate Protection Agreement, and all agreements, instruments, documents and contracts now or hereafter entered into by Mortgagor with respect to any such interest rate protection arrangement, including any Lender Interest Rate Protection Agreement;
- (q) Trademarks, Etc. All trademarks, tradenames, logos, servicemarks, licenses, franchises, symbols and other intangibles, and all goodwill, books and records, correspondence, files and advertising materials and other documents, now or hereafter obtained, produced or entered into, as the case may be, and all rights therein, in all cases, with respect to the use, occupancy, possession, operation, management, construction, leasing, maintenance, marketing and ownership of the Premises;
- (r) Accounts. Every deposit account including the entire balance therein (now or hereafter existing) of Mortgagor with Mortgagee (or any agent, affiliate, or subsidiary of Mortgagee) or any other banking or financial institution, and any other claim of

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Mortgagor against Mortgagee (now or hereafter existing) and all money, instruments, securities, documents, chattel paper, credits, demands, and any other property, rights, or interests of Mortgagor;

(s) Books and Records. All books, records and computer software concerning the foregoing;

(t) UCC Rights. All rights of Mortgagor under promissory notes, letters of credit, electronic chattel paper, proceeds from accounts, payment intangibles, and general intangibles related to the Premises, as the terms "accounts", "general intangibles", and "payment intangibles" are defined in the applicable Uniform Commercial Code Article 9, as the same may be modified or amended from time to time; and

(u) Products and Proceeds. All products and proceeds of all or any portion of the foregoing including the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards, and all rights of Mortgagor to refunds of real estate taxes and assessments;

**TO HAVE AND TO HOLD** the Mortgaged Property, together with all and singular the rights, hereditaments and appurtenances in anywise appertaining or belonging thereto, unto Mortgagee and Mortgagee's successors and assigns, for the uses and purposes hereinafter set forth, forever to secure payment to Mortgagee of the Obligations at the time and in the manner provided for the payment thereof in the Credit Agreement, the Note, in this Mortgage, and in the other Financing Documents;

**FOR THE PURPOSE OF SECURING** the payment of the maximum principal indebtedness of all principal, together with all accrued and unpaid interest and the payment and performance of all other Obligations, including any protective advances made by Mortgagee under the Financing Documents, and all modifications, amendments, additions and extensions thereof.

**THIS MORTGAGEE** shall also constitute a security agreement with respect to, and Mortgagor hereby grants to Mortgagee, as secured party, a security interest in, all of those portions of the Mortgaged Property which are or may be subject to the provisions of the applicable Uniform Commercial Code. Portions of the Mortgaged Property are or may become fixtures or real property. This Mortgagee also constitutes a financing statement for purposes of the applicable Uniform Commercial Code filed as a fixture filing in the land records of the Cook County, Illinois, with respect to any and all fixtures comprising the Mortgaged Property. The "debtor" is HINES REIT 321 NORTH CLARK STREET LLC and the "secured party" is HSH NORDBANK AG, NEW YORK BRANCH, as Mortgagee. The collateral is as described in the granting clause of this Mortgage, and the addresses of the debtor and secured party are the addresses stated in Section 5.11 of this Mortgagee for notices to such parties. The organization identification number of the debtor is DE - 4142030 and the owner of record of the Land is HINES REIT 321 NORTH CLARK STREET LLC.



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**TO THE EXTENT** that any of the Mortgaged Property is not subject to the Uniform Commercial Code and is not real property pursuant to applicable law, Mortgagor hereby assigns to Mortgagee all of Mortgagor's right, title and interest in and to the Mortgaged Property to secure the Obligations, together with the right of set-off with regard to such Mortgaged Property or any part thereof.

## ARTICLE I.

### DEFINITIONS

Section 1.1 Definitions. All capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Credit Agreement. For purposes of this Mortgage, the following terms shall have the respective meanings set forth in this Article I:

"Bankruptcy Code" means Title 11 of the United States Code, as in effect from time to time.

"Credit Agreement" has the meaning set forth in the recitals hereto.

"Event of Default" has the meaning set forth in Section 3.1 hereof.

"Environmental Laws" has the meaning set forth in the Environmental Indemnity.

"Governmental Authority" means any federal, state, county, municipal, parish, provincial or other government, or any department, commission, board, court, agency, committee, whether of the United States of America or any other country, or any instrumentality of any of them, or any other political subdivision thereof.

"Improvements" has the meaning set forth in the Granting Clause of this Mortgage.

"Hotel" has the meaning set forth on Exhibit B attached hereto.

"Land" has the meaning set forth in the Granting Clause of this Mortgage.

"Mortgage" has the meaning set forth in the first paragraph of this Mortgage.

"Mortgaged Property" has the meaning set forth in the first paragraph of the Granting Clause of this Mortgage.

"Mortgagee" has the meaning set forth in the first paragraph of this Mortgage.

"Mortgagor" has the meaning set forth in the first paragraph of this Mortgage.

"Note" has the meaning set forth in the recitals hereto.

"Parking Agreement" has the meaning set forth in Exhibit B attached hereto.

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“Person” means any individual, corporation, limited liability company, general partnership, limited partnership, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof, or any other form of entity.

“Personal Property” has the meaning set forth in the Granting Clause of this Mortgage .

“Premises” has the meaning set forth in the Granting Clause of this Mortgage .

“Premises Documents” has the meaning set forth in the Granting Clause of this Mortgage .

“Rents” has the meaning set forth in the Granting Clause of this Mortgage .

“Space Lease Guaranties” has the meaning set forth in the Granting Clause of this Mortgage .

“Space Leases” has the meaning set forth in the Granting Clause of this Mortgage .

“Space Lease Security” has the meaning set forth in the Granting Clause of this Mortgage .

“Tenant” means a lessee, sublessee, tenant, subtenant, licensee, concession holder or other Person having the right to use or occupy all or any portion of the Premises pursuant to a Space Lease or otherwise.

Section 1.2 Other Definitional Provisions. For purposes of this Mortgage :

- (a) Defined terms used in the singular shall import the plural and vice versa.
- (b) The words “hereof,” “herein,” “hereunder” and similar terms when used in this Mortgage shall refer to this Mortgage as a whole and not to any particular provision of this Mortgage .
- (c) The words “include” and “including” wherever used in this Mortgage shall be deemed to be followed by the words “without limitation.”
- (d) All agreements or instruments referred to in this Mortgage shall mean such agreements or instruments as the same may from time to time be supplemented or amended, or the terms thereof waived or modified, to the extent permitted by, and in accordance with, the terms and conditions thereof and of this Mortgage and the other Financing Documents. Each of the Financing Documents is incorporated by reference into this Mortgage .

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## ARTICLE II.

### REPRESENTATIONS, WARRANTIES AND COVENANTS

Section 2.1 Incorporation by Reference. Without limiting the scope of Section 1.2(d) hereof, all of the representations, warranties and covenants contained in the Credit Agreement are hereby incorporated herein by reference. In the event of any conflict or inconsistency between the provisions of the Credit Agreement and the provisions of this Mortgage, the provisions of the Credit Agreement shall govern.

Section 2.2 Title; Covenant Against Transfers. Mortgagor is the sole legal and beneficial owner of a fee simple interest in the Premises, subject to no Liens or encumbrances other than the Permitted Encumbrances. Mortgagor owns the Personal Property, the Space Leases, the Rents and all other personal property encumbered by this Mortgagee free and clear of all Liens and encumbrances other than the Permitted Exceptions. Except as expressly permitted by the Credit Agreement, Mortgagor shall not, without the prior written consent of Mortgagee, transfer, sell, lease, convey, exchange, mortgage, encumber, pledge, assign or otherwise dispose of the Mortgaged Property or any portion of, or any direct or indirect interest in, the Mortgaged Property.

Section 2.3 Limitation on Indebtedness. Mortgagor shall not incur, create, contract for, waive, assume, have outstanding guaranty or otherwise become liable with respect to Indebtedness except as expressly permitted by the Credit Agreement.

## ARTICLE III.

### EVENTS OF DEFAULT AND REMEDIES

Section 3.1 Definition of Event of Default. The term "Event of Default" shall mean the occurrence of an "Event of Default" pursuant to the Credit Agreement.

Section 3.2 Remedies. In addition to any other rights and remedies which Mortgagee may have under this Mortgage, the Credit Agreement and the other Financing Documents or pursuant to law or equity, and without limitation thereof, upon and at any time after the occurrence and during the continuance of any Event of Default, Mortgagee may take such lawful action as Mortgagee deems advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property, including the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee:

(a) declare the whole of the principal sum of the Loan, Interest, Additional Interest, along with any other sum payable under the Note, the Credit Agreement, this Mortgagee and any other Financing Document to be immediately due and payable without presentment, demand, protest, notice of protest and non-payment or other notice of default or notice of acceleration or notice of intention to accelerate or other notice of any kind, all of which

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are hereby waived by Mortgagor and all other parties obligated in any manner whatsoever on the Obligations;

(b) enter into or upon the Mortgaged Property, either personally or by its agents, nominees or attorneys, and dispossess Mortgagor and its agents and employees therefrom, and thereupon Mortgagee may (i) use, operate, manage, lease, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat on such terms and for such period as Mortgagee shall determine, (ii) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable as permitted pursuant to the Credit Agreement or the other Financing Documents, (iii) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property, (iv) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including the right to make, cancel, enforce or modify Space Leases, obtain and evict tenants, and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Mortgaged Property and every part thereof and as otherwise may be set forth in the Assignment of Leases and Rents, and (v) apply the receipts from the Mortgaged Property to the payment of the indebtedness secured thereby, in the order and manner set forth in the Credit Agreement and the Note after deducting therefrom all expenses (including reasonable attorneys' fees and disbursements) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee, its counsel, agents and employees. If Mortgagor shall for any reason fail to surrender or deliver the Mortgaged Property or any part thereof after Mortgagee's demand, Mortgagee may obtain a judgment or decree conferring on Mortgagee the right to immediate possession or requiring Mortgagor to deliver immediate possession of all or part of the Mortgaged Property to the Mortgagee, to the entry of which judgment or decree Mortgagor hereby specifically consents. Mortgagor shall pay to Mortgagee, upon demand, all costs and expenses of obtaining such judgment or decree and reasonable compensation to Mortgagee, its attorneys and agents, and all such costs, expenses and compensation shall, until paid, be secured by the lien of this Mortgage. Mortgagee, at its election, and without notice to Mortgagor, may, to preserve its interest in the Mortgaged Property, make any payments which Mortgagor has failed to make under any Permitted Encumbrance, and any such sums so paid shall be secured hereby and be immediately due and payable from Mortgagor upon demand of Mortgagee and shall not release Mortgagor from the Mortgagor's obligations or constitute a waiver of Mortgagor's default hereunder. Mortgagee shall surrender possession of the Mortgaged Property to Mortgagor only when all interest, and principal, including the principal balance and all other amounts then due and payable under any of the terms of this Mortgagee and the other Financing Documents shall have been paid in full;

(c) institute judicial proceedings for the foreclosure of this Mortgage, in which case the Mortgaged Property may be sold for cash or credit in one or more parcels;

(d) with or without entry and, to the extent permitted, and pursuant to the procedures provided by, applicable law, institute proceedings for the partial foreclosure of this Mortgagee for the portion of the indebtedness secured hereby then due and payable, subject

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to the lien of this Mortgagee continuing unimpaired and without loss of the priority so as to secure the balance of the indebtedness secured hereby not then due;

(e) sell the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, to the extent permitted pursuant to applicable law, at one or more sales, in whole or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgagee shall continue as a lien on the remaining portion of the Mortgaged Property;

(f) institute an action, suit or proceeding in equity for the specific performance of any covenants, conditions or agreements contained herein or in the Note, the Credit Agreement or any other Financing Document;

(g) recover judgment on the Note or any guaranty in one or more actions which may be primary or for a deficiency either before, during, after or in lieu of any proceedings for the enforcement of this Mortgage ;

(h) apply for the appointment of a custodian, trustee, receiver, liquidator or conservator of the Mortgaged Property, without notice and without regard for the adequacy of the security for the indebtedness secured hereby and without regard for the solvency of Mortgagor, any guarantor or of any Person liable for the payment of the indebtedness secured hereby and Mortgagor hereby consents to the appointment of such a receiver, and will not oppose any such appointment;

(i) exercise any other rights or remedies as Mortgagee may have under any of the other Financing Documents; or

(j) pursue such other legal or equitable remedies as Mortgagee may have under applicable law, including all rights and remedies under the applicable Uniform Commercial Code.

**Section 3.3 Actions for Possession.** Without limiting the rights of Mortgagee pursuant to Section 3.2 hereof, upon the occurrence and during the continuance of an Event of Default Mortgagee may further, by summary proceedings, initiate an action for possession or otherwise, dispossess any Tenant then or thereafter in default in the payment of any Rent or other charge for the use thereof, and any other Tenant whose leasehold estates or rights to use the Mortgaged Property are subordinate to the lien of this Mortgage, whether or not any such Tenant is so in default. If Mortgagor remains in possession after demand by Mortgagee for surrender of possession of the Mortgaged Property, upon the occurrence and during the continuance of an Event of Default such continued possession by Mortgagor shall be as tenant of Mortgagee, and Mortgagor agrees to pay monthly in advance to Mortgagee such rent for the Mortgaged Property so occupied as Mortgagee may demand, and in default of so doing, Mortgagor may also be dispossessed by summary proceedings or otherwise. In case of the appointment of a receiver of the Rents, the foregoing agreement of Mortgagor to pay rent shall inure to the benefit of such receiver.



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Section 3.4 Assembly of Mortgaged Property. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may require Mortgagor to assemble the Mortgaged Property, or any part thereof, and make it available to Mortgagee at the Premises or at such other place as Mortgagee may reasonably designate.

Section 3.5 Surrender of Insurance Policies. In the event of the transfer of the Mortgaged Property pursuant to a foreclosure, deed in lieu of foreclosure, or otherwise, and subject to the terms and conditions of the Credit Agreement, Mortgagee may surrender the insurance policies maintained pursuant to the terms of the Financing Documents, or any part thereof, and receive and apply the unearned premiums as a credit on the Obligations, and in connection therewith, Mortgagor hereby authorizes Mortgagee to collect such premiums.

Section 3.6 Retention of Mortgaged Property. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may retain any portion of the Mortgaged Property which does not constitute real property, or part thereof, in satisfaction of the Obligations, or part thereof, whenever the circumstances are such that Mortgagee is entitled to do so under the applicable Uniform Commercial Code.

Section 3.7 Purchase of the Mortgaged Property. In connection with the enforcement of its remedies in accordance herewith, Mortgagee may (i) buy the Mortgaged Property, or any part thereof, at any public sale or judicial sale and (ii) buy the Mortgaged Property, or any part thereof, at any private sale if the Mortgaged Property, or part thereof, being sold is a type customarily sold in a recognized market or a type which is the subject of widely distributed standard price quotations. In lieu of paying cash for the purchase of the Mortgaged Property pursuant to this or any other clause herein, Mortgagee may make settlement for the purchase price by crediting upon the indebtedness secured by this Mortgagee the net sales price after deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct under this Mortgage.

Section 3.8 Sale of the Mortgaged Property. Upon the completion of any sale or sales made by Mortgagee under this Mortgagee in the exercise of its remedies in accordance herewith, Mortgagee, or an officer of any court empowered to do so, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, granting, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold without any covenants, warranties or representations. Mortgagor, if so requested by Mortgagee, shall ratify and confirm any such sale or sales conducted in accordance herewith by executing and delivering to Mortgagee or to such purchaser or purchasers all such instruments as may be advisable, in the judgment of Mortgagee, for such purpose, and as may be designated in such request. Any such sale or sales made under or by virtue of this Mortgage, whether made under the power of sale herein granted or under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof, either from, through or under Mortgagor.

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Section 3.9 Adjournment of Sale of Mortgaged Property. Mortgagee may adjourn from time to time any sale by it to be made under or by virtue of this Mortgagee by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

## ARTICLE IV.

### LEASES AND RENTS

Section 4.1 Compliance. Mortgagor shall comply with all of the terms, covenants and conditions in the Credit Agreement, this Mortgage and the other Financing Documents with respect to the Space Leases and Rents.

Section 4.2 Space Leases. Except as set forth in Section 5.26 of the Credit Agreement, Mortgagor shall not (a) enter into, amend, modify, extend, renew, restate or supplement any Space Lease, (b) terminate or accept a surrender or shorten the term of, reduce the payment of the rent under, materially modify any of the provisions of, or grant any material consent (except to the extent such consent is required under such Space Lease) or waiver under, any Space Lease, (c) terminate, modify, grant any waiver under or otherwise amend any guaranty provided with respect to a Space Lease, in each case under clauses (a), (b) and (c) without the prior written consent of Mortgagee or (d) accept the payment of Rent under any Space Lease more than one (1) month in advance (exclusive of any security deposit received in connection therewith).

### Section 4.3 Assignment

(a) Mortgagor does hereby absolutely, unconditionally and irrevocably grant, transfer, convey and assign to Mortgagee all of Mortgagor's right, title and interest in and to all Space Leases, Rents, Space Lease Guaranties and Space Lease Security, subject, however, to the license granted by Mortgagee to Mortgagor in Section 4.3(b) hereof. This assignment of Space Leases, Rents, Space Lease Guaranties and Space Lease Security constitutes an absolute, irrevocable and present assignment, subject to the grant of a license by Mortgagee to Mortgagor to collect and use such Rents and, subject to the terms of the Financing Documents, take all actions of landlord under the Space Leases, Space Lease Guaranties and Space Lease Security in accordance with Section 4.3(b) hereof. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may, at its option, revoke such license by notice to Mortgagor, and all Rents collected and held by Mortgagor after the occurrence and during the continuance of such Event of Default shall be paid over to Mortgagee and applied as provided in the Credit Agreement. The assignment contained in this Section 4.3 shall be fully operative without any further action on the part of either party and Mortgagee shall be entitled, at its option, upon the occurrence and during the continuance of an Event of Default, to all Rents, which Rents upon the occurrence and during the continuance of an Event of Default, shall be held by Mortgagor as trustee for the benefit of Mortgagee only, whether or not Mortgagee shall take possession of the Premises. Notwithstanding the foregoing, Mortgagee may at any time upon the occurrence and

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during the continuance of an Event of Default, notify each and/or any Tenant of the assignment granted hereunder.

(b) So long as Mortgagee has not revoked the license to collect and use Rents described in Section 4.3(a) hereof by reason of the occurrence and continuance of an Event of Default, Mortgagor shall have the right, subject to the terms and conditions of the Credit Agreement, this Mortgagee and the Assignment of Leases and Rents, to collect and receive all Rents for application in accordance with the Credit Agreement and the other Financing Documents and, subject to the terms of the Financing Documents, to take any other actions of landlord under the Space Leases, Space Lease Guaranties and Space Lease Security as Mortgagor shall elect.

## Section 4.4 Debtor Relief Laws.

(a) Without limiting the generality of any provision of this Article IV, if a proceeding under the Bankruptcy Code is commenced by or against Mortgagor, then, pursuant to Section 552(b)(2) of the Bankruptcy Code, the security interest granted by this Mortgagee shall automatically extend to all Rents acquired by Mortgagor after the commencement of the case and such Rents shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

(b) During the continuation of any Event of Default, Mortgagee shall have the right, but not the obligation, to file in its own name or on behalf of Mortgagor, any proof of claim in any bankruptcy or insolvency proceeding in which the debtor is a Tenant or guarantor under a Space Lease.

## ARTICLE V.

### MISCELLANEOUS

Section 5.1 Release of Mortgage. If the outstanding principal amounts of the Loan, together with all Interest and other sums payable in connection therewith and all Obligations due or required to be performed under the Financing Documents are paid and performed in full in accordance with the terms of this Mortgage, the Note and other Financing Documents and if the Lender Interest Rate Protection Agreements shall have expired or been terminated, then this Mortgagee shall, at Mortgagor's request either be released or satisfied of record or assigned, without recourse, pursuant to an instrument acceptable to Mortgagee, to another lender designated by Mortgagor at Mortgagor's request and expense, but shall remain in full force and effect until so released or satisfied, in each case at the expense of Mortgagor, including the payment of any reasonable attorneys' fees and disbursements in connection with such release, satisfaction or assignment. Upon any such release, satisfaction or assignment, Mortgagee shall, automatically and without the need for any further documentation, be absolutely and unconditionally released from any and all claims or liabilities in connection with the Loan.

Section 5.2 Rights Cumulative. All rights, remedies, powers, privileges and liens expressly conferred by the Financing Documents are cumulative of all other rights,

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remedies, powers, privileges and liens herein, or by law or in equity provided, or provided in any other Financing Documents, and shall not be deemed to deprive Mortgagee of any such other legal or equitable rights, remedies, powers, privileges and liens by judicial proceedings, or otherwise, appropriate to enforce the conditions, covenants and terms of this Mortgage, the Note and the other Financing Documents, and the employment of any rights, remedies, powers and privileges hereunder, or otherwise, shall not prevent the concurrent or subsequent employment of any other appropriate rights, remedies, powers and privileges.

**Section 5.3 Amendments, Waivers, Consents and Approvals.** No failure or delay of Mortgagee in exercising any power, right or remedy hereunder or to demand payment for any sums due pursuant to this Mortgage or any other Financing Document, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy, or any abandonment or discontinuance of steps to enforce such a right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No waiver of any provision of this Mortgage or in any of the other Financing Documents or consent to any departure by Mortgagor or any other Person therefrom shall in any event be effective unless signed in writing by Mortgagee, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Consents, approvals and waivers granted by Mortgagee for any matters covered under this Mortgage or any Financing Document shall not be effective unless signed in writing by Mortgagee, and such consents, approvals and waivers shall be narrowly construed to cover only the parties and facts identified in any such consent, approval or waiver. No notice or demand on Mortgagor or any other Person in any case shall entitle Mortgagor or such Person to any other or further notice or demand in similar or other circumstances. Unless expressly provided to the contrary, any consents, approvals or waivers of Mortgagee or Lenders pursuant to this Mortgage or any other Financing Documents shall be granted or withheld in Mortgagee's or Lenders' sole discretion, as the case may be. No amendment, modification or termination of any provision of this Mortgage shall be effective unless in writing and signed by Mortgagor and Mortgagee.

**Section 5.4 Other Waivers.** Mortgagor hereby waives (a) all rights of marshaling in the event of any foreclosure of the liens hereby created and (b) the benefit of all appraisalment, valuation, stay, extension and redemption laws now or hereafter in force.

**Section 5.5 Severability.** In the event any one or more of the provisions contained in this Mortgage or in any other Financing Document should be held invalid, illegal or unenforceable in any respect in a particular jurisdiction or as to particular Persons or circumstances, the validity, legality and enforceability of the remaining provisions contained herein or therein (or the effectiveness of the invalid, illegal or unenforceable provision in a different jurisdiction or as to different Persons or circumstances) shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions. If the rights, remedies, powers, privileges and liens created by this Mortgage shall be invalid or unenforceable as to any part of the Obligations, then the unsecured portion of the Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Obligations, and all payments made on the Obligations shall be considered to have been paid on and applied first to the complete payment of the unsecured portion of the Obligations.



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Section 5.6 Binding Effect; Covenants Running with the Land. The provisions of this Mortgagee shall be binding upon Mortgagor, and its successors and assigns, and shall inure to the benefit of Mortgagee, and its successors and assigns, and the provisions hereof shall likewise be covenants running with the land.

Section 5.7 Counterparts. This Mortgagee may be executed in any number of counterparts each of which shall be deemed an original, and all of which when taken together shall be one and the same Mortgage. Signature and acknowledgment pages may be attached from the counterparts and attached to a single copy of the document to physically form one document, which may be recorded.

Section 5.8 Financing Statement. Mortgagee shall have the right at any time to file this Mortgage as a financing statement, but the failure to do so shall not impair the validity and enforceability of this Mortgage against Mortgagor in any respect whatsoever. A carbon, photographic, or other reproduction of this Mortgage, or any financing statement relating to this Mortgage, shall be sufficient as a financing statement. Furthermore, Mortgagor hereby authorizes Mortgagee at any time to file any financing statements, amendments thereto and continuation statements therefor, regarding all or any part of the Mortgaged Property, as authorized by applicable law. For purposes of such filings, Mortgagor agrees to furnish any information, or take any further acts, within five (5) Business Days, upon reasonable request therefor by Mortgagee.

Section 5.9 References. All references to "Article," "Articles," "Section," "Sections," "Subsection," or "Subsections" contained herein are, unless specifically indicated otherwise, references to articles, sections and subsections of this Mortgage.

Section 5.10 Captions. The captions, headings, and arrangements used in this Mortgagee are for convenience only and do not in any way affect, limit, amplify, or modify the terms and provisions hereof.

Section 5.11 Notices. Any notice, demand, request, consent, approval or other communication, which any party hereto may be required or may desire to give hereunder, shall be made in accordance with Section 9.01 of the Credit Agreement to the party to whom notice is being given, in any of the foregoing cases at the address set forth below:

Mortgagee :

HSH Nordbank AG  
 New York Branch  
 230 Park Avenue, 32nd Floor  
 New York, New York 10169  
 Attention: Real Estate Finance  
 Telecopy No. 212-407-6833



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with copies to:

HSH Nordbank AG  
 San Francisco Representative Office  
 560 Mission, Suite 2800  
 San Francisco, California 94105-2904  
 Attention: Real Estate Finance  
 Telecopy No. 415-537-8780

and:

HSH Nordbank AG  
 New York Branch  
 230 Park Avenue, 32nd Floor  
 New York, New York 10169  
 Attention: General Counsel  
 Telecopy No. 212-407-6811

with a copy to:

Kaye Scholer LLP  
 425 Park Avenue  
 New York, New York 10022  
 Attention: Warren J. Bernstein, Esq.  
 Telephone: 212-836-8000  
 Facsimile: 212-836-8689

Mortgagor:

c/o Hines REIT Properties, L.P.  
 2800 Post Oak Boulevard, Suite 5000  
 Houston, Texas 77056-6118  
 Attention: Sherri W. Schigart  
 Telecopy No. 713-966-2075

with a copy to:

Baker Botts L.L.P.  
 2001 Ross Avenue  
 Dallas, Texas 75201-2980  
 Attention: Joel M. Overton, Jr.  
 Telecopy No. 214-661-4938

Any party may change its address for purposes of this Mortgagee by giving notice of such change to the other parties pursuant to this Section 5.11. All such notices, certificates, demands, requests, approvals, waivers and other communications given pursuant to this Section 5.11 shall be effective when received or refused at the address specified as aforesaid.

Notwithstanding any provision contained herein or in any of the other Financing Documents to the contrary, in the event that Mortgagee shall fail to give any notice to any Person under this Mortgage, the sole and exclusive remedy for such failure shall be to seek appropriate equitable relief to enforce this Mortgagee to give such notice and to have any action of such Person postponed or revoked and any proceedings in connection therewith delayed or

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terminated pending the giving of such notice by Mortgagee, and no Person shall have any right to damages (whether actual or consequential) or any other type of relief against Mortgagee not specifically provided for herein, all of which damages or other relief are hereby expressly waived. The foregoing is not intended and shall not be deemed under any circumstances to require Mortgagee to give notice of any type or nature to any Person except as expressly required hereby by the Credit Agreement, the other Financing Documents, or by applicable Legal Requirements.

Section 5.12 Governing Law. This Mortgage shall be governed by, and construed in accordance with, the substantive and procedural laws of the state where the Premises are located.

Section 5.13 Relationship. Nothing contained in this Mortgage, the Note, the Credit Agreement or the other Financing Documents, nor the acts of the parties hereto shall be construed to create a relationship of principal and agent, partnership or joint venture between Mortgagor and Mortgagee.

Section 5.14 Limitation of Liability. Recourse for the obligations under this Mortgage shall be limited as set forth in Section 9.17 of the Credit Agreement.

Section 5.15 Attorney's Fees. If this Mortgage shall be foreclosed, or if any of the Financing Documents is placed in the hands of an attorney for collection or is collected through any court, including any bankruptcy court, there shall be included in the computation of the sums secured hereby, to the extent permitted by law, the amount of the reasonable fee for the services of the attorney retained by Mortgagee in the foreclosure action or proceeding, and all disbursements, costs, allowances and additional allowances provided by law.

Section 5.16 Choice of Forum; Consent to Service of Process and Jurisdiction; Waiver of Trial by Jury. Mortgagor irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Mortgage, the Note or the other Financing Documents may be brought in the courts of the United States of America or in the courts of the state where the Premises are located, in each case, located in the county where the Premises are located, (b) consents to the jurisdiction of each such court in any such suit, action or proceeding and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Mortgagor irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Mortgagor at its address provided in Section 5.11 hereof, as the same may be changed pursuant to Section 5.11 hereof. Nothing in this Section 5.16, however, shall affect the right of Mortgagee to serve legal process in any other manner permitted by law or affect the right of Mortgagee to bring any suit, action or proceeding against Mortgagor or its property in the courts of any other jurisdiction. MORTGAGOR HEREBY WAIVES AND MORTGAGEE, BY ITS ACCEPTANCE OF THIS MORTGAGE, HEREBY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS MORTGAGE, THE NOTE OR ANY OF THE OTHER FINANCING DOCUMENTS, WHICH WAIVER IS INFORMED AND VOLUNTARY.

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Section 5.17 Variable Interest Rate. The Loan secured by this Mortgagee is a variable interest rate loan, as more particularly set forth in the Credit Agreement.

Section 5.18 After-Acquired Property. All right, title and interest of Mortgagor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and appurtenances to, the Mortgaged Property, hereafter acquired by, or released to, Mortgagor or constructed, assembled or placed by Mortgagor on the Premises, and all conversions of the security constituted thereby, and all other property of every kind which is hereafter acquired by Mortgagor which, by the terms hereof, is required or intended to be subjected to the lien of this Mortgagee shall, immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case without any further mortgage, conveyance, assignment or transfer, become subject to the lien of this Mortgagee.

Section 5.19 Further Assurances. (a) Mortgagor shall, within five (5) Business Days after written request, make, execute or endorse, and acknowledge and deliver or file or cause the same to be done, all such vouchers, invoices, notices, certifications, additional agreements, undertakings, conveyances, deeds of trust, mortgages, transfers, assignments, financing statements or other assurances, and take all such other action, as Mortgagee may, from time to time, deem reasonably necessary in order to give effect to the rights and benefits conferred on Mortgagee and Lenders pursuant to this Mortgagee or any of the other Financing Documents, all or any part of the security intended to be provided pursuant to this Mortgagee or any of the other Financing Documents, for any of the Obligations.

(b) Mortgagor, at its sole cost and without cost and expense to Mortgagee or Lenders, shall at all times cause this Mortgagee and any amendments or supplements hereto, and if requested by Mortgagee, any instruments of assignment hereof (and any appropriate financing statements or other instruments and continuations thereof with respect to any the foregoing) to be recorded, registered and filed and to be kept recorded, registered and filed, in such manner and in such places, and shall pay all such recording, registering and filing fees and taxes and other charges, including any recording or documentary stamp taxes and intangible personal property tax or similar imposition of any Governmental Authority, now or hereafter in effect, and shall comply with all such statutes and regulations as may be required by law in order to establish, preserve, perfect and protect the lien of this Mortgagee as a valid first mortgage lien upon that portion of the Mortgaged Property which is real property and a first priority perfected security interest in that portion of the Mortgaged Property upon which a security interest can be perfected pursuant to the applicable Uniform Commercial Code, subject, in each of the foregoing cases, only to Permitted Encumbrances.

Section 5.20 No Other Party Beneficiary. This Mortgagee is for the sole benefit of Mortgagee, Lenders and their successors and assigns, and is not for the benefit of any other party. Nothing contained in this Mortgagee shall be deemed to confer upon anyone other than Mortgagee, Lenders and their successors and assigns any right to insist upon or to enforce the performance or observance of any of the obligations contained herein.

Section 5.21 Entire Agreement. This Mortgagee and the other Financing Documents constitute the entire agreement between the parties hereto with respect to the subject

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matter hereof and supersede all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter contained in this Mortgage .

Section 5.22 No Credits on Account of Debt. Mortgagor shall not claim or demand or be entitled to any credit or credits on account of the indebtedness secured by this Mortgagee for any part of the Impositions assessed against the Mortgaged Property or any part thereof, and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgagee or the indebtedness secured by this Mortgage .

Section 5.23 Joint and Several Obligations. To the extent that Mortgagor consists of more than one Person, the obligations of Mortgagor under this Mortgagee shall be joint and several.

Section 5.24 Other Security; No Election of Remedies

(a) This Mortgagee and any future mortgages or deeds of trust that are executed and delivered by Mortgagor, any other Borrower, Sponsor or any affiliate or subsidiary thereof pursuant to the Credit Agreement (the "Other Mortgages"), secure all or any portion of the Obligations and the performance of the other covenants and agreements of Mortgagor, the other Borrowers, Sponsor and the affiliates and subsidiaries thereof set forth in the Credit Agreement and other Finance Documents. Upon the occurrence and during the continuance of an Event of Default, Mortgagee may proceed under this Mortgagee and/or the Other Mortgages against the Mortgaged Property and/or any current or future mortgaged property under the Other Mortgages (the "Other Mortgaged Property") in one or more parcels and in such manner and order as Mortgagee shall elect. Mortgagor hereby irrevocably waives and releases, to the extent permitted by law, and whether now or hereafter in force, any right to have the Mortgaged Property and/or the Other Mortgaged Property marshaled upon any foreclosure of this Mortgagee or the Other Mortgages.

(b) Without limiting the generality of the foregoing, and without limitation as to any other right or remedy provided to Mortgagee in this Mortgagee or the other Financing Documents, in the case of any Event of Default which has occurred and is continuing (i) Mortgagee shall have the right to pursue all of its rights and remedies under this Mortgagee and the Financing Documents, at law and/or in equity, in one proceeding, or separately and independently in separate proceedings from time to time, as to the maximum extent permitted by applicable law, Mortgagee, in its sole and absolute discretion, shall determine from time to time, (ii) Mortgagee shall not be required to either marshal assets, sell Mortgaged Property and/or Other Mortgaged Property in any particular order of alienation (and may sell the same simultaneously and together or separately), or be subject to any "one action" or "election of remedies" law or rule with respect to the Mortgaged Property and the Other Mortgaged Property, (iii) the exercise by Mortgagee of any remedies against any one item of Mortgaged Property and/or Other Mortgaged Property will not impede Mortgagee from subsequently or simultaneously exercising remedies against any other item of Mortgaged Property and/or Other Mortgaged Property, (iv) all liens and other rights, remedies or privileges provided to Mortgagee herein shall remain in full force and effect until Mortgagee has exhausted all of its remedies against the Mortgaged Property and all Mortgaged Property has been foreclosed, sold and/or



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otherwise realized upon in satisfaction of the Obligations, and (v) Mortgagee may resort for the payment of the Obligations to any security held by Mortgagee in such order and manner as Mortgagee, in its sole discretion, may elect and Mortgagee may take action to recover the Obligations, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage .

(c) Without notice to or consent of Mortgagor and without impairment of the lien and rights created by this Mortgage, Mortgagee may, at any time (in its sole and absolute discretion, but Mortgagee shall have no obligation to), execute and deliver to Mortgagor a release of all or a portion of the lien of this Mortgage as security for any or all of the Obligations, whereupon following the execution and delivery by Mortgagee to Mortgagor of any such written instrument of release, this Mortgagee shall no longer secure such obligations of Mortgagor so released.

(d) Without notice to or consent of Mortgagor, and without impairment of the lien, conveyance and rights created by this Mortgage, Mortgagee may take or release other security for the payment and performance of the Obligations, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Obligations without prejudice to any of its rights under this Mortgage . Neither the giving of this Mortgagee nor the acceptance of any such additional security shall prevent Mortgagee from resorting, first to such additional security, or, first, to the security created by this Mortgage, or concurrently to both, in any case without affecting any of Mortgagee's rights under this Mortgage.

Section 5.25 The Parking Agreement. Notwithstanding anything to the contrary herein, pursuant to the provisions of Section 3.17 of the Parking Agreement, Mortgagee recognizes and agrees to honor the rights of Hotel to purchase the "Garage Easement" (as defined in the Parking Agreement) pursuant to the terms and conditions set forth in the Parking Agreement, subject to the rights of Mortgagee as a "Mortgagee" as set forth in the Parking Agreement, including, the rights of "Mortgagees" set forth in Section 6.3 and 6.4 of the Parking Agreement.

## ARTICLE VI.

### ILLINOIS SPECIFIC PROVISIONS

Section 6.1 Conflicts With this Article. In the event of any conflict between the provisions of this Article and any other Article of this Mortgage, then the provisions of this Article shall control and be binding.

Section 6.2 Illinois Mortgage Foreclosure Law. Mortgagor and Mortgagee shall have the benefit of all of the provisions of the Illinois Mortgage Foreclosure Law (735 ILCS 5/5-1101) ("the Act"), including all amendments thereto which may become effective from time to time after the date hereof. If any provision of the Act which is specifically referred to herein may be repealed, Mortgagee shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.



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Section 6.3 Use of Loan Proceeds. Mortgagor covenants that the proceeds of the loan evidenced by the Note and secured by this Mortgage will be used for business purposes as specified in 815 ILCS 205/4, as amended, and that the principal obligation secured hereby constitutes a business loan which comes within the purview of such Section.

Section 6.4 Possession of the Premises. Mortgagor hereby releases and waives any and all rights to retain possession of the Premises after the occurrence of an Event of Default and any and all rights of redemption from sale under any order or decree of foreclosure, pursuant to rights therein granted, on behalf of Mortgagor, all persons and entities interested in Mortgagor and each and every person (except judgment creditors of Mortgagor) acquiring any interest in, or title to, the Premises subsequent to the date of this Mortgage, and on behalf of all other persons to the extent permitted by the provisions of 735 ILCS 5/15-1603, as amended.

Section 6.5 Receiver. In addition to any provision of the Mortgage authorizing the Mortgagee to take or be placed in possession of the Premises, or for the appointment of a receiver, Mortgagee shall have the right, in accordance with 735 ILCS 5/15-1701 and 735 ILCS 5/15-1702, to be placed in possession of the Premises or at its request to have a receiver appointed, and such receiver, or Mortgagee, if and when placed in possession, shall have, in addition to any other powers provided in the Mortgage, all powers, immunities, and duties as provided for in the aforementioned sections of the Act.

## Section 6.6 Future Advances

(a) Without limiting the generality of any other provision hereof, the Obligations shall include: (a) all existing indebtedness of Mortgagor to Mortgagee evidenced by any of the Financing Documents; (b) all future advances that may subsequently be made by Mortgagee whether such advances are obligatory or to be made at the option of the Mortgagee, as provided by any of the Financing Documents; and (c) all other indebtedness, if any, of Mortgagor to Mortgagee now due or to become due or hereafter contracted pursuant to any of the Financing Documents.

(b) This Mortgagee shall secure such future advances to the same extent as if such future advances were made on the date of execution of this Mortgage, although there may be no advance made at the time of execution of this Mortgage and although there may be no indebtedness secured hereby outstanding at the time any advance is made. The lien of this Mortgagee shall be valid as to the Obligations secured hereby, including future advances, from the time of its filing for record in the recorder's or registrar's office of the county in which the Property is located. This Mortgagee shall be valid and have priority to the extent of the maximum amount secured hereby over all subsequent liens and encumbrances, including statutory liens, excepting solely taxes and assessments levied on the Mortgaged Property given priority by law. The total amount of Obligations secured hereby may increase or decrease from time to time, but the total indebtedness secured hereby (including disbursements which the Mortgagee may make under this Mortgage, the Credit Agreement, or any other document with respect thereto) at any one time shall not exceed two times the original principal sum of the indebtedness secured hereby as specified in the preamble paragraph of this Mortgage.

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Section 6.7 Stated Maturity Date. The Stated Maturity Date of the Loan is July 31, 2016.

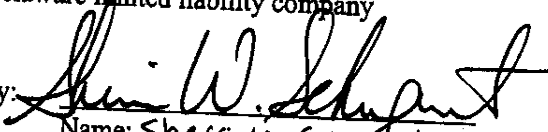
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgagee as of the date first written above.

**HINES REIT 321 NORTH CLARK STREET, LLC, a**  
Delaware limited liability company

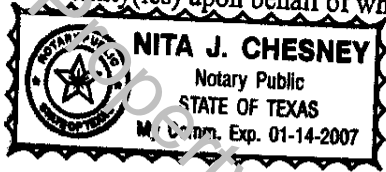
By:   
Name: Sherril W. Schuyert  
Title: Manager

Property of Cook County Clerk's Office

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STATE OF TEXAS )  
 ) ss.:  
COUNTY OF Harris )

On the 27 day of July, 2006 before me, the undersigned, a Notary Public for said state, personally appeared Shelvi Schugart, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity(ies) upon behalf of which the person(s) acted, executed the instrument.



Nita J. Chesney  
Notary Public

My commission expires:

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## Exhibit B

### Premises Documents

1. Easement and Operating Agreement, dated as of January 14, 1986, and recorded on January 21, 1986 as Document number 86025944 between 321 North Clark Realty L.L.C., a Delaware limited liability company and THR Chicago LLC, a Delaware limited liability company (together with its predecessors-in-interest and successors and assigns).
2. Parking Agreement, dated as of January 14, 1986, and recorded on January 21, 1986 as Document number 86025945 and as amended by that certain letter agreement dated February 1, 2003 (collectively, the "Parking Agreement"), between 321 North Clark Realty L.L.C., a Delaware limited liability company and THR Chicago LLC, a Delaware limited liability company (together with its predecessors-in-interest and successors and assigns) (the "Hotel").



**UNOFFICIAL COPY****EXHIBIT A****Legal Description****PARCEL 1:****TRACT A:**

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.13 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**TRACT B:**

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING WITHOUT LIMITATION, (I) NON-EXCLUSIVE INGRESS AND EGRESS FOR CONSTRUCTION, RECONSTRUCTION, REPAIR, REPLACEMENT AND RESTORATION OF ANY IMPROVEMENTS OF THE PROJECT PROPERTY WHICH DIRECTLY ABUT THE HOTEL PROPERTY'S IMPROVEMENTS ON ITS PARCEL AND THE CAISSONS, (II) NON-EXCLUSIVE FOR PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE PROJECT PROPERTY, (III) NON-EXCLUSIVE EASEMENT ON, OVER, THROUGH AND ACROSS THE GALLERY THROUGH AN OPENING AND/OR ENTRANCE IN THE GALLERY ABUTTING AN OPENING AND/OR ENTRANCE IN THE OFFICE BUILDING FOR THE PURPOSE OF PEDESTRIAN INGRESS AND EGRESS TO AND FROM THE OFFICE BUILDING, GALLERY, AND THE HOTEL PLAZA, (IV) EXCLUSIVE EASEMENT TO CONSTRUCT AND ATTACH TO THE WESTERN EXTERIOR WALL OF THE GALLERY AN ENTRANCE WAY OR CORRIDOR EXTENDING FROM THE EASTERN EXTERIOR WALL OF THE OFFICE BUILDING TO THE WESTERN EXTERIOR WALL OF THE GALLERY AND FOR MAINTENANCE, REPAIR AND REPLACEMENT OF SUCH ENTRYWAY AND/OR CORRIDOR, (V) NON-EXCLUSIVE EASEMENT ON, OVER, THROUGH AND ACROSS THE HOTEL ROAD EASEMENT AREA AT THE PLAZA LEVEL FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS TO AND FROM THE PROJECT PROPERTY TO AND FROM DEARBORN, (VI) EXCLUSIVE EASEMENT PERMITTING CAISSONS SUPPORTING THE OFFICE BUILDING, (VII) EASEMENT PERMITTING ENCROACHMENT OF IMPROVEMENTS ONTO THE HOTEL PARCEL, (VIII) EASEMENT PERMITTING ATTACHMENT TO THE HOTEL PROPERTY AT OR BELOW PLAZA LEVEL, AND (IX) NON-EXCLUSIVE EASEMENT OVER PHASE II PROPERTY ON, OVER, THROUGH AND ACROSS THE PHASE II ROAD EASEMENT AREA AT PLAZA LEVEL FOR PEDESTRIAN AND VEHICULAR INGRESS/EGRESS TO/FROM THE PROJECT PROPERTY AND HOTEL PROPERTY TO AND FROM DEARBORN AND CLARK STREETS) AS DESCRIBED IN THAT CERTAIN EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944, BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, AND THE JDC-TISHMAN CHICAGO HOTEL COMPANY, AS AMENDED BY THAT CERTAIN FIRST AMENDMENT TO EASEMENT AND OPERATING AGREEMENT DATED AS OF AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384561, BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 17, 1987 AND KNOWN AS TRUST NUMBER 112420, QUAKER TOWER PARTNERSHIP, BCE DEVELOPMENT PROPERTIES INC. (FORMERLY KNOWN AS OXFORD PROPERTIES, INC.), LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER

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20, 1985 AND KNOWN AS TRUST NUMBER 10339, AND JDC CHICAGO HOTEL LIMITED PARTNERSHIP (SUCCESSOR IN INTEREST TO THE JDC-TISHMAN CHICAGO HOTEL COMPANY), OVER, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 309.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

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ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING, WITHOUT LIMITATION, (I) EXCLUSIVE EASEMENT TO CONSTRUCT A GARAGE, AND (II) EXCLUSIVE EASEMENT FOR VEHICULAR PARKING ON THE CARROLL AVENUE PARKING AREA) AS DESCRIBED IN THE PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025945 BY AND AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102 OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN THE ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE



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WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED



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AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 (INCLUDING, WITHOUT LIMITATION, (1) NON-EXCLUSIVE EASEMENT FOR VEHICULAR TRAFFIC OVER THE TEMPORARY ACCESS ROAD FOR AUTOMOBILE ACCESS BETWEEN KINZIE STREET AND THE NORTH BOUNDARY LINE OF THE SOUTH PARCEL OF THE HOTEL PARCEL SO AS TO PROVIDE INGRESS TO AND EGRESS FROM THE TOWER GARAGE) AS DESCRIBED IN THAT CERTAIN GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AS OF AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384566, FROM BY AND BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, AND SHUWA RIVERFRONT LIMITED PARTNERSHIP OVER, ACROSS, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND AND AS DEPICTED ON EXHIBIT C OF SAID GRANT OF AUTOMOBILE ACCESS EASEMENT:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.

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AND BEING THE SAME TRACT OF LAND DESCRIBED ON SURVEY PREPARED BY JAMES, SCHAEFFER AND SCHIMMING DATED JULY 27, 2006, DESIGNATED AS JOB NO. 2005-04627-001, SAID LAND BEING THEREIN DESCRIBED AS FOLLOWS:

**PARCEL 1:**

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 134.10 FEET; THENCE SOUTH ALONG A LINE 134.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.09 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 134.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 300.43 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 136.10 FEET; THENCE SOUTH ALONG A LINE 136.10 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 305.16 FEET TO A POINT ON THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 136.18 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN INGRESS AND EGRESS OVER HOTEL PLAZA AND GALLERY, PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE HOTEL ROAD EASEMENT AREA, AND EXISTENCE, MAINTENANCE, REPAIR, AND REPLACEMENT OF CAISSONS, AS DESCRIBED IN THE EASEMENT AND OPERATING AGREEMENT DATED AS OF JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025944, AMONG LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1931 AND KNOWN AS TRUST NUMBER 104102, OXFORD PROPERTIES, INC., LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, AND THE JDC-TISHMAN CHICAGO HOTEL COMPANY, AS AMENDED BY AGREEMENT RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88-384561 OVER, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING; AND

ALSO:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID

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BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS DESCRIBED IN THE PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86025945 AMONG LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 20, 1985 AND KNOWN AS TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1985 AND KNOWN AS TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 26, 1981 AND KNOWN AS TRUST NUMBER 104102 OVER, ACROSS, UNDER AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND BELOW THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 187.48 FEET TO A POINT ON A LINE 134.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE (SAID LINE ALSO BEING THE EAST FACE OF AN EXISTING CONCRETE FOUNDATION WALL AND ITS NORTHERLY AND SOUTHERLY EXTENSION THEREOF) A DISTANCE OF 305.09 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 187.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING; AND

ALSO:

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THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AT AND ABOVE THE HORIZONTAL PLANE OF +50.00 FEET ABOVE CHICAGO CITY DATUM AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOTS 1 AND 8 IN SAID BLOCK 2) AND THE NORTH LINE OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST ALONG THE NORTH LINE OF SAID CHICAGO RIVER, AS OCCUPIED, A DISTANCE OF 185.48 FEET TO A POINT ON A LINE 136.10 FEET EAST (AS MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE EAST LINE OF NORTH CLARK STREET; THENCE NORTH ALONG SAID LINE A DISTANCE OF 305.16 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 185.37 FEET TO A POINT ON THE WEST LINE OF SAID NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET A DISTANCE OF 311.60 FEET TO THE POINT OF BEGINNING.

#### PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR VEHICULAR TRAFFIC, AS DESCRIBED IN THE GRANT OF AUTOMOBILE ACCESS EASEMENT DATED AUGUST 23, 1988 AND RECORDED AUGUST 24, 1988 AS DOCUMENT NUMBER 88384566, FROM LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 29, 1981 AND KNOWN AS TRUST NUMBER 104102, AND SHUWA RIVERFRONT LIMITED PARTNERSHIP OVER, ACROSS, UNDER, AND UPON PORTIONS OF THE FOLLOWING DESCRIBED LAND AS DEPICTED ON EXHIBIT C OF SAID GRANT:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOT 5 IN SAID BLOCK 2) AND THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5 THROUGH 8, BOTH INCLUSIVE, IN SAID BLOCK 2); THENCE EAST ALONG THE SOUTH LINE OF SAID WEST KINZIE STREET A DISTANCE OF 321.47 FEET TO THE WEST LINE OF NORTH DEARBORN STREET; THENCE SOUTH ALONG THE WEST LINE OF SAID NORTH DEARBORN STREET (ALSO BEING THE EAST LINE OF LOT 8 IN SAID BLOCK 2) A DISTANCE OF 178.60 FEET TO A POINT 311.60 FEET NORTH (AS MEASURED ALONG SAID WEST LINE OF NORTH DEARBORN STREET) OF THE CHICAGO RIVER, AS OCCUPIED; THENCE WEST A DISTANCE OF 321.47 FEET TO A POINT ON THE EAST LINE OF SAID NORTH CLARK STREET 300.43 FEET NORTH (AS MEASURED ALONG SAID EAST LINE OF NORTH CLARK STREET) OF SAID CHICAGO RIVER, AS OCCUPIED; THENCE NORTH ALONG THE EAST LINE OF SAID NORTH CLARK STREET A DISTANCE OF 177.86 FEET TO THE POINT OF BEGINNING.



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## PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, OF THE PARKING FACILITY FOR USE AND ENJOYMENT AS A GARAGE, AS DESCRIBED IN ARTICLE III OF PARKING AGREEMENT DATED JANUARY 14, 1986 AND RECORDED JANUARY 21, 1986 AS DOCUMENT NUMBER 86-025945 MADE AMONG LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 110339, THE JDC-TISHMAN CHICAGO HOTEL COMPANY, LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 109495, OXFORD PROPERTIES, INC., AND LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST NUMBER 104102 OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF BLOCK 2 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF WEST KINZIE STREET (ALSO BEING THE NORTH LINE OF LOTS 5, 6, 7 AND 8 IN SAID BLOCK 2) AND THE EAST LINE OF NORTH CLARK STREET (ALSO BEING THE WEST LINE OF LOTS 4 AND 5 IN SAID BLOCK 2); THENCE SOUTH 0° WEST ALONG SAID EAST LINE OF NORTH CLARK STREET A DISTANCE OF 241.98 FEET; THENCE EAST AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, HAVING A BEARING OF SOUTH 90° EAST A DISTANCE OF 135.02 FEET TO A POINT OF BEGINNING, SAID POINT BEING THE INSIDE FACE OF THE GARAGE WALL; THE FOLLOWING DESCRIBED LINES ARE MEASURED ALONG THE INSIDE FACE OF SAID GARAGE WALL, THENCE SOUTH 90° EAST A DISTANCE OF 3.05 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 1.35 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 10.47 FEET; THENCE NORTH 0° EAST A DISTANCE OF 4.95 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 86.71 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 158.22 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 12.69 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 67.46 FEET; THENCE NORTH 90° WEST A DISTANCE OF 16.86 FEET; THENCE SOUTH 0° WEST A DISTANCE OF 7.14 FEET; THENCE NORTH 90° WEST A DISTANCE OF 19.22 FEET; THENCE NORTH 0° EAST A DISTANCE OF 6.05 FEET; THENCE NORTH 90° WEST A DISTANCE OF 76.84 FEET; THENCE NORTH 0° EAST A DISTANCE OF 25.16 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 2.01 FEET; THENCE NORTH 0° EAST A DISTANCE OF 27.09 FEET; THENCE NORTH 90° WEST A DISTANCE OF 1.99 FEET; THENCE NORTH 0° EAST A DISTANCE OF 143.53 FEET; THENCE SOUTH 90° EAST A DISTANCE OF 2.02 FEET; THENCE NORTH 0° EAST A DISTANCE OF 14.44 FEET; THENCE NORTH 90° WEST A DISTANCE OF 1.98 FEET; THENCE NORTH 0° EAST A DISTANCE OF 12.95 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Tax Nos. 17-09-409-005

17-09-409-006