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Doc#: 0702544107 Fee: \$52.00  
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Cook County Recorder of Deeds  
Date: 01/25/2007 04:39 PM Pg: 1 of 15

**Assignment Of Leases And Rents  
And Other Income**

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**The Talon Group#** 1252842

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## ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME

THIS ASSIGNMENT OF LEASES AND RENTS AND OTHER INCOME is made effective this 24th day of January, 2007, by TRT ALLIANCE SKOKIE LLC, a Delaware limited liability company (collectively, "Borrower"), whose address is c/o ALLIANCE COMMERCIAL PARTNERS, 165 South Union Boulevard, S-510, Lakewood, Colorado 80228, and BANK OF AMERICA, N.A., a national banking association ("Lender"), whose address is 700 Louisiana Street, 5<sup>th</sup> Floor, Houston, Texas 77002, Attn: Shelley Coppin. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Instruments.

1. The Trust Estate. Borrower is the owner of that certain real property described in Exhibit A attached hereto and incorporated herein by this reference (such real property, together with all improvements now or hereafter situated thereon, and all appurtenances thereto, being hereinafter referred to as the "Property").

2. The Loan Instruments. Borrower has executed its promissory note (the "Note") payable to the order of Lender in the principal sum of \$9,700,000.00, which Note is secured by a Future Advance Mortgage, Assignment, Security Agreement and Fixture Filing (the "Mortgage"), both of even date herewith, this Assignment of Leases and Rents and Other Income, (the Note, all instruments securing payment of the Note, and all other documents executed or furnished by Borrower in connection with the loan evidenced by the Note, being hereinafter referred to collectively as the "Loan Instruments"). The terms "Note," "Mortgage" and "Loan Instruments" shall be deemed to include any and all modifications, amendments, extensions, renewals and substitutions thereof.

3. Assignment. As an inducement to Lender to make the loan evidenced by or referred to in the Loan Instruments, Borrower hereby assigns, sells, conveys, and sets over unto Lender all of Borrower's right, title, and interest in and to:

3.1 All those leases now or hereafter affecting all or any part of the Property, together with any and all extensions or renewals of any of said leases; and

3.2 Any and all guarantees of the lessee's obligations under said leases; and

3.3 Any and all deposits (whether for security or otherwise), rents, lease termination payments, issues, profits, revenues, royalties, contract rights, and benefits of every nature of and from the Property

(all such leases, guarantees, contract rights, benefits, and other property and property interests being hereinafter referred to collectively as the "Leases").

4. Warranties as to Leases. Borrower represents, warrants, and covenants that it now is (or with respect to Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of any Leases, with full right and title to assign the same and the rents, income, and profits due or to become due thereunder; that any existing Leases are valid, in full force and effect, and have not been modified or amended, except as stated herein; that there is no outstanding assignment or pledge thereof or of the deposits (for security or otherwise), rents, income, and profits due or to become due thereunder; that there are no existing defaults under the terms thereof on the part of any party thereto; and that no rents, income, or profits payable thereunder have been or will be hereafter anticipated, discounted, released, waived, compromised, or otherwise discharged without Lender's prior written consent. Borrower also represents, warrants, and covenants that all tenants under the Leases are in occupancy,

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paying rent on fully executed Leases and carrying on their business with their tenant improvements fully completed, except as otherwise contemplated by the Loan Agreement; that the existing Leases contain no cancellation clauses in favor of the lessees nor prepayment of rent clauses allowing prepayment of more than one (1) month's rent in advance. If a form of lease has been approved by Lender (without material modification), all future Leases shall be executed on the lease form approved by Lender (without material modification). Each future Lease shall be at arm's length and shall contain no prepayment of rent clause allowing prepayment of more than one (1) month's rent in advance.

5. Covenant to Defend Actions. Borrower shall, at Borrower's sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with any Leases or the obligations, duties, or liabilities of the lessor or lessee thereunder, and shall pay all reasonable costs and expenses, including attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding.

6. Lender Rights as to Leases and Rents. This is a current, direct and absolute assignment, and Lender shall have the right, at its option, to enter and take possession of the premises affected by any Lease and to perform all acts necessary for the operation and maintenance of such premises in the same manner and to the same extent that Borrower might reasonably so act. In furtherance of the foregoing, and not by way of limitation, Lender is empowered, but shall have no obligation, to collect the rents, income, and profits accruing under any Lease, to enforce payment thereof and the performance of any and all terms and provisions thereof, to exercise all the rights and privileges of Borrower thereunder, including the right to fix or modify rents, to demand and sue for possession of the premises covered by any Lease, and to relet such premises and collect the rents, income, and profits accruing by reason of such reletting. Lender shall from time to time apply the net income derived under any Leases, after payment of all proper costs and charges (including any loss or damage of the nature referred to in Section 9 hereof, and including reasonable attorneys' fees and other costs of collection) to any sums then due Lender under the Loan Instruments, in such order as Lender may elect, but Lender shall in no event be accountable for any moneys not actually received by Lender pursuant hereto.

7. License to Borrower Until Default. Unless there shall have been a default by Borrower in the payment or performance of any obligation contained in, secured by, or referred to in the Loan Instruments that is not cured within the applicable cure period (a "Default"), Grantor shall have a license (which license shall terminate automatically and without further notice upon the occurrence of a Default) to collect, but not more than one month prior to accrual, the rents, issues and profits under the Leases and, where applicable, subleases, such rents, issues and profits to be held in trust for Lender and to otherwise deal with all Leases as permitted by this Assignment. Each month, provided no Default has occurred, Borrower may retain such rents, issues and profits as were collected that month and held in trust for Lender; provided, however, that all rents, issues and profits collected by Borrower shall be applied first to the payment of principal and interest and all other sums due and payable hereunder and under the Loan Instruments and thereafter to the ordinary and necessary expenses of owning and operating the Property. Upon the revocation of such license, all rents, issues and profits shall be paid directly to Lender and not through Borrower, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of all or any portion of the Property or any action for the appointment of a receiver. Borrower hereby authorizes and directs the tenants under the Leases to pay rents, issues and profits to Lender upon written demand by Lender, without further consent of Borrower, without any obligation of such tenants to determine whether a Default has in fact occurred and regardless of whether Lender has taken possession of any portion of the Property, and the tenants may rely upon any written statement delivered by Lender to the tenants. Any such payments to Lender shall constitute payments to Borrower under the Leases, and Borrower hereby irrevocably appoints Lender as its attorney-in-fact to do all things, after a Default, which Borrower might otherwise do with respect to the Property and the Leases thereon, including, without limitation, (i) collecting rents, issues and profits with or without suit and

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applying the same, less expenses of collection, to any of the obligations or sums due hereunder or under the Loan Instruments or to expenses of operating and maintaining the Property (including reasonable reserves for anticipated expenses), at the option of the Lender, all in such manner as may be determined by Lender, (ii) leasing, in the name of Borrower, the whole or any part of the Property which may become vacant, and (iii) employing agents therefor and paying such agents reasonable compensation for their services. The curing of such Default, unless other Defaults also then exist, shall entitle Borrower to recover its aforesaid license to do any such things which Borrower might otherwise do with respect to the Property and the Leases thereon and to again collect such rents, issues and profits. The powers and rights granted in this paragraph shall be in addition to the other remedies herein provided for upon the occurrence of a Default and may be exercised independently of or concurrently with any of said remedies. Nothing in the foregoing shall be construed to impose any obligation upon Lender to exercise any power or right granted in this paragraph or to assume any liability under any Lease of any part of the Property and no liability shall attach to Lender for failure or inability to collect any rents, issues and profits under any such Lease.

8. Authorization to Tenants. Borrower hereby irrevocably agrees and directs that the lessee under any Lease shall, upon demand and notice from Lender that Lender has revoked the license contained in Section 7 hereof, pay all rents, income, and profits under such Lease to Lender without liability on the part of such lessee for determining the validity or propriety of Lender's revocation of such license, and notwithstanding any claim by Borrower that Lender's revocation of such license is invalid or improper. Borrower shall have no claim against any such lessee for any rents or other sums paid by such lessee to Lender.

9. No Responsibility Until Entry. Prior to Lender's actual entry and taking possession of the premises immediately affected by any Lease, this Assignment shall not operate to place responsibility upon Lender for the condition, safety, control, care, management, or repair of such premises. Nothing contained herein shall be construed to bind Lender at any time to the performance of any of the terms or provisions contained in any Lease, or otherwise to impose any obligation on Lender, including, without limitation, any liability under any covenant of quiet enjoyment contained in any Lease in the event that any Lease shall be terminated or any lessee dispossessed upon foreclosure of any of the Loan Instruments. Borrower agrees to indemnify and hold Lender harmless of and from any and all claims, liabilities, losses, expenses, or damages which Lender may incur under any Lease, or by reason of this Assignment.

10. Borrower to Perform and Enforce Leases. Borrower shall perform, both before and after any revocation by Lender of the license contained in Section 7 hereof, all of Borrower's covenants, agreements, and obligations as lessor under any Leases, and shall not suffer or permit to occur any release of liability of any lessee or the accrual of any right in any lessee (except in the ordinary course of business following a default by tenant under a lease) to withhold any rent or other sum payable under the terms of any Lease. Borrower shall give prompt notice to Lender of any notice of default received from any lessee or from any other person relative to the Property, and shall furnish Lender with a copy of any such notice. If requested by Lender, Borrower shall enforce each Lease and all remedies available to Borrower against the lessee thereunder in the event of any default by such lessee.

11. No Impairment of Lender's Interests. Borrower shall not make any other or further assignments of any Lease or of any interest therein, or of any of the rents payable thereunder. Borrower shall not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty, nor consent to the assignment of any Lease, or any subletting thereunder, without the prior written consent of Lender, which consent shall not be unreasonably withheld.

12. Lender's Rights to Perform. In the event Borrower shall fail to make any payment or to perform any act required of Borrower under the terms hereof, then (without waiving any rights of Lender

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under the provisions of Section 13 hereof) Lender may, but shall not be obligated to, without notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Borrower or Lender, performing or discharging any obligation, covenant, or agreement of Borrower under any Lease, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel, and incurring and paying reasonable attorneys' fees. Any sum advanced or paid by Lender for any such purpose shall be immediately due and payable to Lender by Borrower, and shall bear interest at the Default Rate (as that term is defined in the Note) from the date paid or advanced by Lender until repaid by Borrower.

13. Cross Default Provision. Any default by Borrower in the performance or observance of any covenant or condition hereof (not cured within 30 days after written notice from Lender) shall be deemed a default or event of default under each of the Loan Instruments, entitling Lender to exercise all or any remedies available to Lender under the terms of any or all Loan Instruments, and any default or event of default under any other Loan Instrument (not cured within the applicable grace period) shall be deemed a default hereunder, entitling Lender to exercise any or all remedies provided for herein.

14. No Waiver. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default by Borrower hereunder shall not constitute a continuing waiver or a waiver of any other default or of the same default on any future occasion.

15. Rights of Successors to Lender. Lender shall have the right to assign all of Borrower's right, title, and interest in any or all Leases (to the extent of the interests therein conferred upon Lender by the terms hereof) to any subsequent holder or owner of the Note or other Loan Instruments, or to any person who shall acquire title to the Property through foreclosure or otherwise. From and after the acquisition of title to the Property by any person, through foreclosure or conveyance in lieu of foreclosure, no assignee of Borrower's interest in any Lease shall be liable to account to Borrower for the rents, income, and profits thereafter accruing.

16. Effect of Releases of Mortgage. The recording of any valid release of the Mortgage shall operate as a release of this Assignment in favor of the then owner of the Property, provided that the recording of any valid partial release of said Mortgage shall operate as a release hereof only with respect to that portion of the Property thereby released from said Mortgage, the term "Property" as used herein being deemed thereafter to refer only to that portion of the Property remaining encumbered by said Mortgage, and the term "Borrower" as used herein being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property. Notwithstanding anything to the contrary contained herein, if, in the event of a foreclosure of the Mortgage, less than the full amount then owing under the Note is bid at any resulting foreclosure sale, this Assignment shall not be released but shall remain in full force and effect after such foreclosure sale and shall continue to secure any and all amounts owing under the Note.

17. Notices. All notices or other communications required or permitted to be given pursuant to this Assignment shall be in writing and shall be considered as properly given if sent by overnight courier delivery, or by delivering the same in person to the intended addressee. Notice given by overnight courier shall be effective 24 hours from its deposit with the courier service. Notice given in any other manner shall be effective only if and when received by the addressee. Any notices delivered hereunder shall be addressed to the following unless otherwise notified in accordance herewith:

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**Lender:**

Bank of America, N.A.  
700 Louisiana Street, 5<sup>th</sup> Floor  
Houston, Texas 77002  
Attn: Shelley Coppin

**With a copy to:**

Bank of America, N.A.  
Commercial Real Estate Banking Group  
6025 South Quebec Street, Suite 140  
Englewood, Colorado 80111  
Attn: Juli Elston, Senior Vice President

Brownstein Hyatt & Farber, P.C.  
410 Seventeenth Street, 22<sup>nd</sup> Floor  
Denver, Colorado 80202  
Attn: Howard J. Pollack, Esq.

**Borrower:**

TRT Alliance Skokie LLC  
c/o Alliance Commercial Partners  
165 South Union Boulevard, Suite 510  
Lakewood, Colorado 80228  
Attn: Douglas McCormick

18. Lender Affidavits of Debt Due. The affidavit of any officer of Lender stating that any part of the indebtedness secured hereby remains unpaid shall constitute conclusive evidence of the validity, effectiveness, and continuing force of this Assignment, and any person may and is hereby authorized to rely upon such affidavit.

19. Rights Cumulative. The rights and remedies of Lender under this Assignment are cumulative and are not in lieu of, but are in addition to, any other rights or remedies which Lender shall have under the Note, the Mortgage, or any other Loan Instrument.

20. Lender Not Mortgagee-in-Possession. Nothing herein shall be construed to constitute Lender as a "mortgagee-in-possession" in the absence of its taking actual possession of the Property pursuant to the powers granted herein or in any other Loan Instrument or to impose any liability or obligation on Lender under or with respect to the Leases. Any rental income or any other monies collected by Lender in connection with the Property shall be applied by Lender to any sums then due Lender under the Loan Instruments, including any liabilities, losses, damages, claims, demands, costs, expenses, or fees incurred by Lender in connection with or arising from the Loan Instruments or the Property, in such order as Lender may elect.

21. Binding Effect. The provisions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

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22. Severability. If any provision under this Assignment shall be invalid, illegal, or unenforceable, it shall not affect or impair the validity, legality, and enforceability of any other provision of this Assignment.

23. Amendment. This Assignment may not be amended, modified, or changed, nor shall any waiver of any provision hereof be effective, except only by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, modification, or discharge is sought.

24. Captions. The captions and headings in this Assignment are for convenience only and shall not be considered in interpreting the provisions of this Assignment.

25. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the United States and of the State of Illinois.

26. No Construction Against Preparer. This Assignment has been prepared by Lender and its professional advisors and reviewed by Borrower and its professional advisors. Lender, Borrower, and their separate advisors believe that this Assignment is the product of all of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Lender or Borrower or against either Lender or Borrower merely because of their efforts in preparing it.

27. Venue. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE AND FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY, EXCEPT THAT ANY ACTION TO FORECLOSE THE MORTGAGE, TO OBTAIN POSSESSION OF THE LAND, TO HAVE A RECEIVER APPOINTED FOR THE LAND OR TO ENFORCE ANY OTHER REMEDY HEREIN AFFECTING THE LAND, INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF, SHALL BE BROUGHT ONLY IN THE COUNTY OF COOK, STATE OF ILLINOIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY WAIVES PERSONAL SERVICE OF PROCESS UPON BORROWER, AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE BY REGISTERED MAIL DIRECTED TO BORROWER AT THE ADDRESS STATED IN THIS ASSIGNMENT AND SERVICE SO MADE WILL BE DEEMED TO BE COMPLETED UPON ACTUAL RECEIPT.**

28. WAIVER OF JURY TRIAL. **BORROWER AND LENDER WAIVE TRIAL BY JURY IN RESPECT OF ANY CLAIM, CONTROVERSY OR DISPUTE ARISING BETWEEN THEM RELATING TO THIS ASSIGNMENT. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND BORROWER AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS**

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**WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

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29. Non-Recourse. The Loan shall be recourse to Borrower; provided, however, other than the Obligations of Alliance Real Estate Value Fund III, LLC under the Guaranty Agreement, the Loan, the Loan Documents and the Obligations are nonrecourse to the members of Borrower, its members, and their members and their respective managers, partners, shareholders, officers, directors and employees.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE ON FOLLOWING PAGE]



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IN WITNESS WHEREOF, Borrower and Lender have executed this Assignment of Leases and Rents and Other Income to be effective on the date first above written.

**Borrower:**

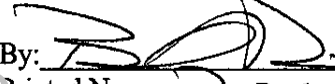
**TRT ALLIANCE SKOKIE LLC**, a Delaware limited liability company

By: TRT Alliance JV II GP, a Delaware general partnership  
Its: Sole member

By: 40 Skokie Associates, LLC, a Colorado limited liability company,  
Its: Managing General Partner

By: Alliance Real Estate Value Fund III, LLC, a Delaware limited liability company  
Its: Manager

By: AVF Management, LLC, a Colorado limited liability company,  
Its: Managing Member

By:   
Printed Name: BRENT DAVIS  
Its: Voting Member


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**Lender:**

**BANK OF AMERICA, N.A.,**  
a national banking association

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By:   
Name: RYAN K. HOWARD  
Its: ASSISTANT VICE PRESIDENT

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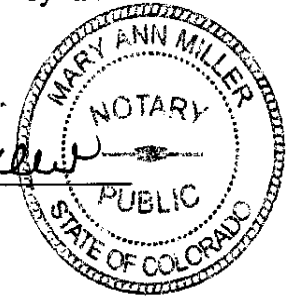
STATE OF Colorado, COUNTY OF Denver, TO WIT:

*\*Assignment of  
Lease and Rents  
and Other Income*

I HEREBY CERTIFY, that on this 22 day of January, 2007, before me, the undersigned Notary Public of said State/Commonwealth, personally appeared Blair Deen who acknowledged himself/herself to be the Voting Member of AVF Management, LLC, a Colorado limited liability company, the Managing Member of Alliance Real Estate Value Fund III, LLC, a Delaware limited liability company, the Manager of 40 Skokie Associates, LLC, a Colorado limited liability company, the Managing General Partner of TRT Alliance JV II GP, a Delaware general Partnership, the Sole Member of TRT Alliance Skokie LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Mortgage, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized signatory of said limited liability company by signing the name of the limited liability company by himself/herself as Voting Member of the limited liability company.

WITNESS my hand and Notarial Seal.

Mary Ann Miller  
Notary Public



My Commission Expires: 11/22/2010

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, 2007, before me, the undersigned Notary Public of said State/Commonwealth, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the \_\_\_\_\_ of Bank of America, N.A., a national banking association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Mortgage, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized signatory of said company.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

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STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of January, 2007, before me, the undersigned Notary Public of said State/Commonwealth, personally appeared \_\_\_\_\_, who acknowledged himself/herself to be the Voting Member of AVF Management, LLC, a Colorado limited liability company, the Managing Member of Alliance Real Estate Value Fund III, LLC, a Delaware limited liability company, the Manager of 40 Skokie Associates, LLC, a Colorado limited liability company, the Managing General Partner of TRT Alliance JV II GP, a Delaware general Partnership, the Sole Member of TRT Alliance Skokie LLC, a Delaware limited liability company, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Mortgage, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized signatory of said limited liability company by signing the name of the limited liability company by himself/herself as \_\_\_\_\_ of the limited liability company.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF Colorado, COUNTY OF Wapahoe, TO WIT:

I HEREBY CERTIFY, that on this 23<sup>rd</sup> day of January, 2007, before me, the undersigned Notary Public of said State/Commonwealth, personally appeared Ryan K. Hillard, who acknowledged himself/herself to be the Ass't Vice President of Bank of America, N.A., a national banking association, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Mortgage, and acknowledged that he/she executed the same for the purposes therein contained as the duly authorized signatory of said company.

WITNESS my hand and Notarial Seal.  
**JILL S. KENT**  
NOTARY PUBLIC  
STATE OF COLORADO

Jill S. Kent  
Notary Public

My Commission Expires: My Commission Expires 11/17/08

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## EXHIBIT A

### LEGAL DESCRIPTION

Legal Description: PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 WITH THE EASTERLY LINE OF A COMMONWEALTH EDISON COMPANY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) RIGHT OF WAY, SAID EASTERLY RIGHT OF WAY LINE BEING 155.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EASTERLY LINE OF THE ORIGINAL 100-FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AS CONVEYED BY WARRANTY DEED RECORDED MARCH 20, 1903 AS DOCUMENT 3365299; THENCE SOUTH 26 DEGREES 02 MINUTES, 41 SECONDS EAST (ON AN ASSUMED BEARING) ALONG SAID EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, A DISTANCE OF 66.82 FEET TO A POINT ON THE SOUTH LINE OF LAKE-COOK ROAD, AS WIDENED BY CONDEMNATION RECORDED SEPTEMBER 21, 1971 AS DOCUMENT 21633506 FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 56 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 313.87 FEET; THENCE SOUTH 60 DEGREES, 10 MINUTES, 25 SECONDS EAST ALONG A SOUTHERLY LINE OF LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 39.73 FEET TO THE WESTERLY LINE OF SKOKIE BOULEVARD; THENCE SOUTH 25 DEGREES, 59 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE OF SKOKIE BOULEVARD, A DISTANCE OF 547.54 FEET TO A POINT OF CURVE; THENCE CONTINUING ALONG SAID WESTERLY LINE OF SKOKIE BOULEVARD, ON AN ARC CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 8235.16 FEET, AN ARC DISTANCE OF 110.11 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED NEW HAMPSHIRE AVENUE, THENCE CONTINUING ON SAID CURVE, AN ARC DISTANCE OF 29.22 FEET; THENCE NORTH 89 DEGREES, 42 MINUTES 05 SECONDS WEST ON A LINE 26.00 FEET SOUTH OF AND PARALLEL TO THE CENTERLINE OF SAID VACATED NEW HAMPSHIRE AVENUE, A DISTANCE OF 94.00 FEET; THENCE NORTH 57 DEGREES, 31 MINUTES, 49 SECONDS WEST, A DISTANCE OF 48.83 FEET TO AN INTERSECTION WITH THE SAID CENTERLINE; THENCE NORTH 89 DEGREES, 42 MINUTES, 05 SECONDS WEST, A DISTANCE OF 153.98 FEET ALONG SAID CENTERLINE TO AN INTERSECTION WITH THE CENTERLINE OF VACATED NEW ENGLAND AVENUE; THENCE SOUTH 00 DEGREE, 01 MINUTE, 30 SECONDS EAST ALONG SAID CENTERLINE, 49.53 FEET; THENCE SOUTH 68 DEGREES, 50 MINUTES, 24 SECONDS WEST, A DISTANCE OF 35.24 FEET TO SAID EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY; THENCE NORTH 26 DEGREES, 02 MINUTES, 41 SECONDS WEST 747.72 FEET TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 WITH THE EASTERLY LINE OF A COMMONWEALTH EDISON COMPANY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) RIGHT OF WAY, SAID EASTERLY RIGHT OF WAY LINE, BEING 155.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EASTERLY LINE OF THE ORIGINAL 100 FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AS CONVEYED BY WARRANTY DEED RECORDED MARCH 20, 1903 AS DOCUMENT 3365299; THENCE SOUTH 26 DEGREES, 02 MINUTES, 41 SECONDS EAST (ON AN ASSUMED BEARING) ALONG SAID EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, A DISTANCE OF 66.82 FEET TO A POINT ON THE SOUTH LINE OF LAKE COOK-ROAD, AS WIDENED BY CONDEMNATION RECORDED SEPTEMBER 21, 1971 AS DOCUMENT 21623535; THENCE SOUTH 89 DEGREES, 56 MINUTES, 00 SECOND EAST ALONG THE SOUTH LINE OF SAID LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 313.87 FEET; THENCE SOUTH 60 DEGREES, 10 MINUTES, 25 SECONDS EAST ALONG A SOUTHERLY LINE OF LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 39.73 FEET TO THE WESTERLY LINE OF SKOKIE BOULEVARD; THENCE WESTERLY TO A POINT ON THE EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY AFORESAID, SAID POINT BEING 100 FEET SOUTH OF (AS MEASURED AT RIGHT ANGLES) THE NORTH LINE OF SAID NORTHWEST 1/4; THENCE NORTHWESTERLY ALONG SAID EASTERLY LINE TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND PARKING OVER AND UPON THE FOLLOWING DESCRIBED LAND, AS CREATED BY PARKING EASEMENT AGREEMENT DATED MAY 10, 1983 AND RECORDED MAY 17, 1983 AS DOCUMENT 26608668, MADE AMONG NATIONAL BOULEVARD BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 12, 1981 AND KNOWN AS TRUST NUMBER 6817 AND NATIONAL BOULEVARD BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 23, 1980 AND KNOWN AS TRUST NUMBER 5899:

THAT PART OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

# UNOFFICIAL COPY

COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 2 WITH THE EASTERLY LINE OF A COMMONWEALTH EDISON COMPANY (PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS) RIGHT OF WAY, SAID EASTERLY RIGHT OF WAY LINE, BEING 155.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EASTERLY LINE OF THE ORIGINAL 100-FOOT RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD COMPANY AS CONVEYED BY WARRANTY DEED RECORDED MARCH 20, 1903 AS DOCUMENT 3365299; THENCE SOUTH 26 DEGREES, 02 MINUTES, 41 SECONDS EAST (ON AN ASSUMED BEARING) ALONG SAID EASTERLY LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY, A DISTANCE OF 66.82 FEET TO A POINT ON THE SOUTH LINE OF LAKE-COOK ROAD, AS WIDENED BY CONDEMNATION RECORDED SEPTEMBER 21, 1971 AS DOCUMENT 21633506 FOR THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES, 56 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 313.87 FEET; THENCE SOUTH 60 DEGREES, 10 MINUTES, 25 SECONDS EAST ALONG A SOUTHERLY LINE OF LAKE-COOK ROAD, AS WIDENED, A DISTANCE OF 39.73 FEET TO THE WESTERLY LINE OF SKOKIE BOULEVARD; THENCE SOUTH 25 DEGREES, 59 MINUTES, 00 SECONDS EAST ALONG SAID WESTERLY LINE OF SKOKIE BOULEVARD, A DISTANCE OF 547.54 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ON A CURVE CONVEX TO THE SOUTHWEST, HAVING A RADIUS OF 8235.16 FEET, AN ARC DISTANCE OF 110.11 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED NEW HAMPSHIRE AVENUE; THENCE NORTH 89 DEGREES, 42 MINUTES, 05 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 149.70 FEET TO A PLACE OF BEGINNING; THENCE SOUTH 68 DEGREES, 50 MINUTES, 24 SECONDS WEST, A DISTANCE OF 135.38 FEET TO AN INTERSECTION WITH THE CENTERLINE OF VACATED NEW ENGLAND AVENUE; THENCE NORTH 00 DEGREES, 01 MINUTES, 30 SECONDS WEST ALONG SAID CENTERLINE, A DISTANCE OF 49.53 FEET TO THE CENTERLINE OF AFORESAID VACATED NEW HAMPSHIRE AVENUE; THENCE SOUTH 89 DEGREES, 42 MINUTES, 05 SECONDS EAST 126.28 FEET ALONG SAID CENTERLINE TO THE PLACE OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

Permanent Index #'s: 04-02-101-004-0000, 04-02-101-005-0000, 04-02-103-011-0000, 04-02-105-015, 04-02-04-02-105-022-0000 and 04-02-105-023-0000.

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