

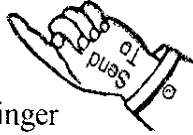
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PPM Loan No. 0700501



RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

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



Doc#: 0709518072 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/05/2007 03:40 PM Pg: 1 of 11

ASSIGNMENT OF LEASES AND RENTS

20th THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made this day of March, 2007 by and from HAWTHORN ESTATES VAF LLC, a Delaware limited liability company, having its principal place of business at c/o Draper and Kramer, Incorporated, 33 West Monroe Street, Chicago, Illinois 60603 ("Assignor"), to and for the benefit of JACKSON NATIONAL LIFE INSURANCE COMPANY, a Michigan corporation, having offices at c/o PPM Finance, Inc., 225 West Wacker Drive, Suite 1200, Chicago, Illinois 60606 ("Assignee").

RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property").

B. Assignee has made a loan to Assignor pursuant to a loan agreement (the "Loan Agreement") of even date herewith. The Loan is evidenced by a Promissory Note ("Note") of even date herewith in the original principal amount of Thirty-Three Million Seven Hundred Twenty Thousand and 00/100 Dollars (\$33,720,000.00) and secured by a Construction Mortgage, Security Agreement and Financing Statement ("Mortgage") of even date herewith and recorded contemporaneously herewith. The obligations of Assignor under the Loan Agreement, the Note, the Mortgage and the other Loan Documents are referred to herein as the "Obligations".

C. Assignor is required as a condition to the making of the Loan to transfer and assign to Assignee all of Assignor's right, title and interest in, to and under the Leases and Rents, defined in Section 1 below.

AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the Loan, Assignor hereby represents, warrants, covenants and agrees as follows:

1. **Definitions.** As used herein, the following terms shall have the following meanings:

First American Title Order # *NCS 266000*

DEC 4 of 5 *AMK*

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11

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“Event of Default” means an Event of Default, as defined in the Loan Agreement.

“Leases” means all leases, subleases, rental contracts, occupancy agreements, licenses and other arrangements (in each case whether existing now or in the future) pursuant to which any person or entity occupies or has the right to occupy or use any portion of the Property, and includes (a) any supplement, modification, amendment, renewal or extension of any Lease and (b) any security or guaranty for any Lease.

“Lessees” means the lessees under the Leases or any subtenants or occupants of the Property.

“Rents” means all rents, issues, income, revenues, royalties, profits and other amounts now or in the future payable under any of the Leases, including those past due and unpaid.

Capitalized terms used in this Assignment and not otherwise defined are used as defined in the Loan Agreement.

2. **Assignment.** As security for the payment and performance of the Obligations, Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Assignee all present and future right, title and interest of Assignor in, to and under the Leases and the Rents, together with all advance payments, security deposits and other amounts paid or payable to or deposited with Assignor under any of the Leases and all other rights and interests of Assignor under or in respect of any of the Leases. This Assignment is intended to be and is an absolute present assignment from Assignor to Assignee and not the mere passage of a security, interest or a provision of additional security it being intended hereby to establish a complete and present transfer of all Leases and Rents with the right, but without the obligation, to collect all Rents.

3. **License.** Notwithstanding the terms of Section 2 above, and except as hereinafter set forth, Assignor shall have a license to collect the Rents accruing under the Leases as they become due (“License”), but not more than thirty (30) days in advance, and to enforce the terms of the Leases. The License is revocable, at Assignee’s option, in the event there occurs an Event of Default. Assignor covenants and agrees that in exercising its License it shall hold all Rents in trust and shall apply the same first to the payment of the reasonable expenses of owning, maintaining, repairing, operating and renting the Property and then to payment of the Obligations.

4. **Intentionally Omitted.**

5. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee that: (a) Assignor is the absolute owner of the entire lessor’s interest in each of the Leases, with absolute right and title to assign the Leases and the Rents; (b) the Leases are valid and in full force and effect and have not been modified, amended or terminated, or any of the terms and conditions thereof waived, except as stated herein or in the Rent Roll (as defined in the Loan Agreement); (c) there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no

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existing defaults or, to Assignor's actual knowledge, any state of facts which, with notice or lapse of time, or both, would constitute a default under the provisions of the Leases on the part of either party; (e) to Assignor's actual knowledge, no Lessee has any defense, set-off or counterclaim against Assignor; (f) except as otherwise reflected in the Rent Roll each Lessee is paying rent and other charges under its Lease and as provided therein; (g) there are no unextinguished rent concessions, abatements and/or other amendments relating to the Lessees and/or the Leases, and no Lessee has any purchase option or first refusal right or any right or option for additional space with respect to the Property, except as reflected in the Rent Roll; (h) Assignor has not accepted prepayments of installments of rent or any other charges (excluding security deposits) under any Lease for a period of more than one (1) month in advance; and (i) all work required to be performed by Assignor, as landlord, as of the date hereof under any Lease has been completed in accordance with the provisions of the Lease.

6. **New Leases and Lease Terminations and Modifications.** Except as expressly permitted in the Loan Agreement, Assignor shall not enter into, cancel, surrender or terminate, amend or modify any Lease, or make any subsequent assignment or pledge of a Lease, or consent to subordination of the interest of any Lessee in any Lease, without the prior written consent of Assignee. Any attempt to do so without the prior written consent of Assignee shall be null and void. Assignor shall not, without Assignee's prior written consent, (a) execute any other assignment or pledge of the Leases, or of any interest therein, or of any Rents, or agree to a subordination of any Lease to any mortgage or other encumbrance now or hereafter affecting the Property; or (b) permit a material alteration of or addition to the Property by any Lessee, unless the right to alter or enlarge is expressly reserved by Lessee in the Lease. Assignor hereby covenants not to accept rent under any Lease more than one month in advance of its due date.

7. **Cancellation of Lease.** In the event that any Lease permits cancellation thereof on payment of consideration and the privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Assignee to be applied, at the election of Assignee, to the Obligations in whatever order Assignee shall choose in its discretion or to be held in trust by Assignee as further security, without interest, for the payment of the Obligations.

8. **Assignor to Ensure Continued Performance under Leases.** Assignor shall perform all of its covenants as Lessor under the Leases. Assignor shall enforce at Assignor's expense any one or more of the Leases and all remedies available to Assignor thereunder upon any Lessee's default.

9. **Default of Assignee.**

9.1 **Remedies.** If an Event of Default occurs, Assignor's License to collect Rents shall immediately cease and terminate. Assignee shall thereupon be authorized at its option to enter and take possession of all or part of the Property, in person or by agent, employee or court appointed receiver, and to perform all acts necessary for the operation and maintenance of the Property in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Assignee shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases.

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Assignor shall also pay to Assignee, promptly upon the occurrence of any Event of Default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalations which have theretofore been paid pursuant to any such Lease, if any, to the extent allocable to any period from and after such Event of Default. Assignee will, after payment of all proper costs, charges and any damages including, without limitation, those payable pursuant to Section 10 hereof, apply the net amount of such Rents to the Obligations. Assignee shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

9.2 Notice to Lessee. Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Assignee of the occurrence of an Event of Default, to pay all Rents under the Leases to Assignee. Assignor agrees that each Lessee shall have the right to rely upon any notice from Assignee directing such Lessee to pay all Rents to Assignee, without any obligation to inquire as to the actual existence of an Event of Default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Assignee. At such time as no Event of Default exists, if Assignor is entitled to receive Rents under the terms of the Loan Documents, Assignee shall give each Lessee written notice of such cure and, thereafter, until further notice from Assignee, each such Lessee shall pay the Rents to Assignor.

9.3 Assignor's Possession After Default. Following the occurrence of an Event of Default, if Assignor is in possession of the Property and is not required to surrender such possession hereunder, Assignor shall pay monthly in advance to Assignee, on Assignee's entry into possession pursuant to Section 9.1 hereof, or to any receiver appointed to collect the Rents, the fair and reasonable value for the use and occupancy of the Property or such part thereof as may be in the possession of Assignor. Upon default in any such payment, Assignor shall forthwith vacate and surrender such possession to Assignee or such receiver and, in default thereof, Assignor may be evicted by summary or any other available proceedings or actions.

9.4 Assignment of Defaulting Assignor's Interest in Lease. Assignee shall have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such Assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

9.5 No Waiver. Assignee's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Assignee's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Assignee has under the Loan Agreement, the Note, the Mortgage and any other Loan Documents. Assignee's rights and remedies hereunder may be exercised as often as Assignee deems expedient.

9.6 Costs and Expenses. The cost and expenses (including any receiver's fees and fees) incurred by Assignee pursuant to the powers contained in this Assignment shall be reimbursed by Assignor to Assignee within thirty (30) days after written notice thereof from Assignor to Assignee, shall be secured hereby and shall bear interest from the date incurred at the Interest Rate (defined in the Note); provided that if such amount is not reimbursed by

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Assignor within such thirty (30) day period, the Interest Rate shall be increased immediately after the expiration of such thirty (30) day period to the Default Rate (defined in the Note) until paid. Assignee shall not be liable to account to Assignor for any action taken pursuant hereto, other than to account for any Rents actually received by Assignee.

10. Indemnification of Assignee. Except in the event of Assignee's gross negligence or willful misconduct, Assignor hereby agrees to indemnify, defend, protect and hold Assignee harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorney fees) that Assignee incurs under the Leases or by reason of this Assignment, but only unless and until Assignee expressly assumes the Leases. Such indemnification shall also cover any and all claims and demands that are asserted against Assignee under the Leases or this Assignment. Nothing in this section assume obligation shall be construed to bind Assignee to the performance of any Lease provisions, or to otherwise impose any liability upon Assignee unless and until Assignee expressly assumes the Leases, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Assignee for the operation and maintenance of the Property or for carrying out the terms of any Lease before Assignee has entered and taken possession of the Property. Except in the event of Assignee's gross negligence or willful misconduct, any loss or liability incurred by Assignee by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims (including costs, expenses and reasonable attorneys fees) shall, at Assignee's request, be reimbursed by Assignor within thirty (30) days after written notice thereof from Assignor to Assignee. Any such amount shall bear interest from the date incurred until paid at the Interest Rate (defined in the Note); provided that if such amount is not paid within such thirty (30) day period, the Interest Rate shall be increased immediately after the expiration of such thirty (30) day period to the Default Rate (defined in the Note) until paid. Assignee may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Section 10 shall survive repayment of the Obligations and any termination or satisfaction of this Assignment until the Statutes of Limitations for any such indemnification obligation shall expire.

11. Additions to, Changes in and Replacement of Obligations. Assignee may take security in addition to the security already given Assignee for the payment of the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage (provided that such different terms are more beneficial to Assignor), and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

12. Power of Attorney. In furtherance of the purposes of this Assignment, Assignor hereby appoints Assignee as Assignor's attorney-in-fact, with full authority in the place of Assignor, at the option of Assignee at any time after the occurrence and during the continuance of an Event of Default, and in the name of Assignor or Assignee, to (a) collect, demand and receive the Rents and other amounts payable under any Lease, (b) bring suit and take other

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action to enforce the Leases, (c) enforce, supplement, modify, amend, renew, extend, terminate and otherwise administer the Leases and deal with Lessees in relation to the Leases, (d) give notices, receipts, releases and satisfactions with respect to the Leases and the Rents and other amounts payable under any Lease, and (e) take such other action as Assignee may reasonably deem necessary or advisable in connection with the exercise of any right or remedy or any other action taken by Assignee under this Assignment.

13. No Mortgagee in Possession; No Other Liability. The acceptance by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deemed or construed to (a) constitute Assignee as a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee. Except for Assignee's gross negligence or willful misconduct, Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

14. Termination of Assignment. When Assignor pays Assignee the full amount of the Obligations, and such payment is evidenced by a recorded satisfaction or release of the Mortgage delivered to Assignor by Assignee in accordance with the terms of the Loan Agreement, this Assignment shall terminate.

15. Miscellaneous.

15.1 Severability. If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

15.2 Captions. The captions or headings at the beginning of each section hereof are for the convenience of the parties only and are not part of this Assignment.

15.3 Counterparts. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

15.4 Notices. All notices or other written communications hereunder shall be given in the manner set forth in the Loan Agreement.

15.5 Modification. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Assignor's and Assignee's prior written consent.

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15.6 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

15.7 Successors and Assigns; Gender. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage and the Loan Agreement regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

15.8 Expenses. Assignor shall pay within thirty (30) days of its receipt of written notice thereof from Assignee to Assignor all costs and expenses incurred by Assignee in connection with the review of Leases, including reasonable fees and expenses of Assignee's outside counsel, which shall bear interest from the date incurred until paid at the Interest Rate (defined in the Note); provided that if such amount is not paid within such thirty (30) day period, the Interest Rate shall be increased immediately after the expiration of such thirty (30) day period to the Default Rate (defined in the Note) until paid.

16. Limitation on Personal Liability. Reference is hereby made to the portion of the Note entitled "Limitation on Personal Liability," which provision is hereby incorporated herein by reference to the same extent as if it were set forth herein.

17. WAIVER OF TRIAL BY JURY. ASSIGNOR AND ASSIGNEE HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, OR ANY ACTS OR OMISSIONS OF ASSIGNEE IN CONNECTION THEREWITH.

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

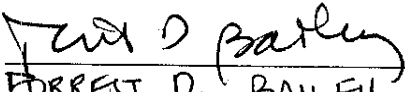
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IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the day and year first above written.

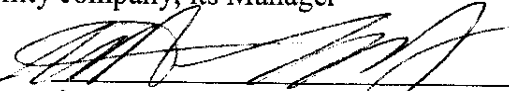
ASSIGNOR:

HAWTHORN ESTATES VAF LLC, a Delaware limited liability company

By: DKIA HAWTHORN MANAGER LLC, a Delaware limited liability company, its Manager

By: 
Name: FORREST D. BAILEY
Its: PRESIDENT and CEO

By: DK INVESTMENTS HAWTHORN MANAGER LLC, a Delaware limited liability company, its Manager

By: 
Name: WILLIAM VAN SENUS
Its: VICE PRESIDENT

Property of Cook County Clerk's Office

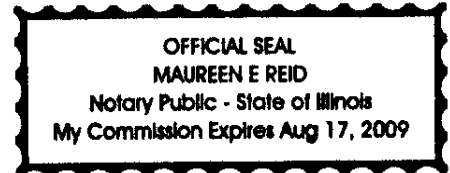
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STATE OF ILLINOIS)
)
COUNTY OF Cook) ss
)

On the 20th day of March, 2007 before me, a notary public in and for the State and County aforesaid, personally appeared FORREST BAILEY, President and CEO of DKIA Hawthorn Manager LLC, a Delaware limited liability company, manager of Hawthorn Estates VAF LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

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

Maureen E Reid
Notary Public
My Commission Expires: 8/17/2009



STATE OF ILLINOIS)
)
COUNTY OF Cook) ss
)

On the 20th day of March, 2007 before me, a notary public in and for the State and County aforesaid, personally appeared William Van Senus, Vice President of DK Investments Hawthorn Manager LLC, a Delaware limited liability company, manager of Hawthorn Estates VAF LLC, a Delaware limited liability company, who is known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person acted and executed the instrument on behalf of the limited liability company.

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

Maureen E Reid
Notary Public
My Commission Expires: 8/17/2009



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 3: "RECREATION AREA EASEMENT"

EASEMENT FOR THE BENEFIT OF PARCEL 6 (WHICH IS ALSO AN INSURED PARCEL) AS CREATED BY THE DECLARATION MADE BY SCHAUMBURG DEVELOPMENT ASSOCIATES LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, DATED JULY 22, 1970 AND RECORDED JULY 23, 1970 AS DOCUMENT 21218272 AND GRANT TO SECOND LAKEWOOD ASSOCIATES LIMITED, AN ILLINOIS LIMITED PARTNERSHIP, RECORDED NOVEMBER 10, 1970 AS DOCUMENT 21314484 AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 23, 1970 AS DOCUMENT NUMBER 21324390 FOR, THE PURPOSE OF INGRESS AND EGRESS AND RECREATIONAL PURPOSES OVER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN LOCATED 846.0 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SECTION 12 ON THE WEST LINE OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE FROM SAID IRON PIN SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST, A DISTANCE OF 117.91 FEET TO AN IRON PIN; THENCE NORTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 445.00 FEET FOR AN ARC DISTANCE OF 340.04 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 331.82 FEET BEARING NORTH 24 DEGREES 29 MINUTES 48 SECONDS EAST; THENCE NORTHEASTERLY FROM SAID IRON PIN ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,007.82 FEET FOR AN ARC DISTANCE OF 63.55 FEET TO AN IRON PIN, SAID CURVE HAVING A CHORD LENGTH OF 63.54 FEET BEARING NORTH 00 DEGREES 48 MINUTES 00 SECONDS EAST; THENCE FROM SAID PIN DUE EAST A DISTANCE OF 95.38 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE SOUTH A DISTANCE OF 100.00 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE EAST A DISTANCE OF 174.34 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN DUE SOUTH A DISTANCE OF 263.88 FEET TO AN IRON PIN; THENCE FROM SAID IRON PIN SOUTH 89 DEGREES 46 MINUTES 31 SECONDS WEST A DISTANCE OF 290.29 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST 1/4 CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE SOUTH 89 DEGREES 49 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12, A DISTANCE OF 724.412 FEET; THENCE DUE SOUTH 394.416 FEET; THENCE DUE WEST 55.00 FEET; THENCE SOUTH 44 DEGREES 32 MINUTES 52 SECONDS WEST 170.68 FEET; THENCE DUE SOUTH 304.707 FEET TO A POINT ON THE NORTHERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1, SAID POINT BEING 437.185 FEET EASTERLY OF THE INTERSECTION OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 12, AS MEASURED ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, A DISTANCE OF 115.385 FEET; THENCE

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NORTH 08 DEGREES 47 MINUTES 00 SECONDS EAST, A DISTANCE OF 25 FEET ALONG THE WESTERLY LINE OF THE ILLINOIS STATE TOLL HIGHWAY COMMISSION PARCEL N-6C-72.1; THENCE SOUTH 81 DEGREES 13 MINUTES 00 SECONDS EAST ALONG THE NORTHERLY LINE OF SAID TOLL HIGHWAY PARCEL N-6C-72.1, 792.410 FEET TO THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 12; THENCE NORTH 00 DEGREES 06 MINUTES 42 SECONDS WEST 936.92 FEET TO THE POINT OF BEGINNING,

EXCEPTING FROM THE ABOVE DESCRIBED PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHERLY ALONG THE NORTH AND SOUTH QUARTER LINE, A DISTANCE OF 569.91 FEET TO A POINT; THENCE TURNING AN ANGLE OF 98 DEGREES 33 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING THENCE SOUTHEASTERLY A DISTANCE OF 437.185 FEET TO THE POINT OF BEGINNING OF THE EXCEPTION TO BE HEREIN DESCRIBED, SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE CONTINUING ALONG THE LAST DESCRIBED LINE EXTENDED FOR A DISTANCE OF 115.385 FEET; THENCE TURNING AN ANGLE LEFT 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING NORTHERLY A DISTANCE OF 25 FEET TO A POINT; THENCE TURNING AN ANGLE RIGHT OF 90 DEGREES 00 MINUTES WITH THE LAST DESCRIBED LINE EXTENDED AND RUNNING EASTERLY, A DISTANCE OF 792.41 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 12 SAID POINT BEING ON THE NORTHERLY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY RIGHT OF WAY; THENCE NORTHERLY ALONG THE SAID EAST LINE, A DISTANCE OF 205.07 FEET TO A POINT; THENCE SOUTH 89 DEGREES 53 MINUTES 18 SECONDS WEST, 213.69 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE SOUTH AND HAVING A RADIUS OF 300.00 FEET, WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 81.98 FEET (THE CHORD TO SAID ARC BEARS SOUTH 82 DEGREES 03 MINUTES 35 SECONDS WEST, 81.73 FEET) THENCE SOUTH 74 DEGREES 13 MINUTES 51 SECONDS WEST, 66.31 FEET TO A POINT OF CURVATURE WITH A CURVED LINE CONCAVE NORTH AND HAVING A RADIUS OF 475.00 FEET; THENCE WESTERLY ALONG SAID CURVED LINE, AN ARC DISTANCE OF 156.12 FEET (THE CHORD TO SAID ARC BEARS SOUTH 83 DEGREES 38 MINUTES 47 SECONDS 155.41 FEET) THENCE NORTH 86 DEGREES 56 MINUTES 17 SECONDS WEST, 388.21 FEET; THENCE SOUTH 00 DEGREES 0 MINUTES 0 SECONDS WEST, 65.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Parcel Identification No. 07-12-202-007-0000

Property Address: Hawthorn Estates, 1931 Prairie Square, Schaumburg, Illinois