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Doc#: 0717302226 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/22/2007 01:42 PM Pg: 1 of 13

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

BEST & FLANAGAN LLP
225 South Sixth Street, Suite 4000
Minneapolis, Minnesota 55402
Attn: John Seiner

Order/Escrow No.: _____
Loan No.: 010-00001904

(SPACE ABOVE THIS LINE FOR RECORDER'S USE)

ASSUMPTION AND MODIFICATION AGREEMENT

THIS ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made effective as of the 19 day of June, 2007, by and among ARTESIA MORTGAGE CAPITAL CORPORATION, a Delaware corporation, and its successors and/or assigns (the "Lender"), whose address is 1180 NW Maple Street, Suite 202, Issaquah, Washington 98027, and FOR 1031 ARLINGTON TOWN SQUARE LLC, a(n) Delaware limited liability company, (the "Borrower"); whose address is 12426 West Explorer Drive, Suite 100, Boise, Idaho 83713, and **V. BRANDT-ARLINGTON TOWN SQUARE LLC**, a Delaware limited liability company, and **M. BRANDT-ARLINGTON TOWN SQUARE LLC**, a Delaware limited liability company, (the "Added Borrower"), whose address is c/o DBSI ARLINGTON TOWN SQUARE LEASECO LLC, Attn: Legal Department 1550 South Tech Lane, Meridian, Idaho 83642.

PRELIMINARY STATEMENT OF FACTS:

Lender has made a loan to Borrower in the original principal amount of Nineteen Million Seven Hundred Sixty Thousand and 00/100 Dollars (\$19,760,000.00) (the "Loan"), evidenced by a Fixed Rate Note made by Borrower and payable to the order of Lender (the "Note"), dated as of March 19, 2007. Capitalized terms used herein and not defined shall have the meanings set forth for them in the Loan Documents as defined in the Security Instrument (defined below).

Borrower's obligations to Lender under the Note are secured inter alia by (1) the Security Instrument (as defined in the Note) made March 19, 2007, by Borrower in favor of Lender, encumbering the real property described in Exhibit "A" attached hereto and incorporated herein

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by this reference (the "Property") and (2) an Assignment of Leases, Rents, Income and Profits dated March 19, 2007, made by Borrower in favor of Lender (the "Lease Assignment") and (c) the other Loan Documents made by Borrower to evidence and secure the Loan. The Security Instrument and the Lease Assignment were duly recorded in the Official Records of Cook County, Illinois.

The Security Instrument contemplates that from time to time, Tenants-in-Common will acquire ownership interests in the Property when tenants-in-common are added as "Borrower" under the Security Instrument. Borrower desires to sell a **2.37079%** tenants-in-common interest in the Property to Added Borrower and has requested Lender to consent to such sale, and permit Added Borrower to assume the obligations under the Loan Documents as hereinafter provided. Lender is willing to agree to the above-described transfer and loan assumption (the "Assumption") on the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. ASSUMPTION

1.1 Added Borrower hereby assumes on a joint and several basis with Borrower (including, without limitation, all other Tenants-in-Common who have previously assumed the Loan in accordance with Section 1.15 of the Security Instrument) all of Borrower's obligations and agreements under the Note, the Security Instrument, the Lease Assignment and all of the other Loan Documents, including without limitation that certain Master Lease (as defined in the Security Instrument) dated March 19, 2007, the Environmental Indemnification Agreement dated March 19, 2007, executed in connection with the Loan (the "Indemnity"), but excluding the Limited Recourse Obligations Guaranty dated March 19, 2007, executed in connection with the Loan (the "Guaranty"); all of the recitals, terms, waivers and conditions of which are incorporated herein by this reference, to the same extent and with the same effect as if Added Borrower were an original party to each of such Loan Documents together with Borrower. Added Borrower hereby assumes on a joint and several basis the obligation to pay the indebtedness evidenced by the Note that is due, owing and unpaid (the "Secured Obligations") and to pay and perform the obligations of Borrower under the Loan Documents and Note in accordance with their respective terms. All references to "Borrower" in the Note, the Security Instrument and the other Loan Documents, and all references to "Assignor" in the Lease Assignment (expressly including the Indemnity, but excluding the Guaranty) shall include Added Borrower. Added Borrower acknowledges and agrees that the liens created by the Security Instrument and the Lease Assignment and the other Loan Documents creating security interests encumber both presently owned and after-acquired real and personal property of Added Borrower relating to the Property, that Added Borrower has no defense or offsets against Lender under the Loan Documents or with respect to the Loan, and that no provision of any of the Loan Documents has been waived by the Lender. Lender hereby consents to the Assumption by Added Borrower in accordance with the terms and conditions of this Agreement and subject to the terms and conditions of the Loan Documents.

1.2 Borrower and Added Borrower, to the Added Borrower's actual knowledge, hereby represent and warrant to Lender that: (i) no Event of Default, breach or failure of condition has occurred, or would exist with notice or the lapse of time or both, under any of the Loan Documents (as modified by this Agreement), and that all representations and warranties herein and in the other Loan Documents are true and correct as of the date hereof; and (ii) no consent to the transfer of interest in the Property to Added Borrower is required under any agreement to which Added Borrower or Borrower is a party, including, without limitation, under any lease, construction agreement, operating agreement, deed of trust, mortgage or security instrument (other than the Loan Documents).

1.3 Added Borrower warrants that Added Borrower has personal knowledge of all

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terms and conditions of the Loan Documents, and further agrees that Lender has no obligation or duty to provide any information to Added Borrower regarding the terms and conditions of the Loan Documents. Added Borrower further understands and acknowledges that, except as expressly provided in writing executed by Added Borrower, Lender has not waived any right of Lender or obligation under the Loan Documents and Lender has not agreed to any modification of any provision of any Loan Documents or to any extension of the Loan.

1.4 Without in any way limiting any other provision of this Agreement, Added Borrower and Borrower expressly reaffirm as of the date hereof, and continuing hereafter: (i) each and every representation and warranty in the Loan Documents respecting "Hazardous Materials"; and (ii) each and every covenant and indemnity in the Loan Documents respecting "Hazardous Materials".

1.5 Section 10 of the Note includes certain provisions regarding limitation of the personal liability of Borrower and Added Borrower for principal and interest evidenced by the Note and for the personal liability of Borrower and Added Borrower for certain recourse carve-outs and exceptions to the limits on personal liability, and such provisions shall similarly apply to this Agreement.

1.6 Nothing contained herein is intended to terminate or revoke any guaranties or indemnities or liabilities or obligations of Borrower, or Douglas L. Swenson and DBSI HOUSING INC., an Idaho corporation, as Indemnitor/Guarantor under the Indemnity and the Guaranty to Lender and such instruments shall continue in full force and effect.

1.7 Borrower and Added Borrower also acknowledge that it shall constitute an Event of Default under the Loan Documents if Added Borrower becomes the subject of a bankruptcy or insolvency proceeding as provided in Section 2.01 of the Security Instrument or in any other Loan Document (a "Bankruptcy Proceeding") or files an action to partition the Property (a "Partition Proceeding"), unless such action is dismissed within ninety (90) days of such action.

2. RELATIONSHIP OF LENDER, ADDED BORROWER AND BORROWER

2.1 Each of Lender, Added Borrower and Borrower intend that the relationship between Lender, on the one hand, and Added Borrower and Borrower on the other, shall be solely that of creditor and debtor. Nothing contained in the Loan Documents or in this Agreement shall be deemed or construed to create a partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Lender and either of Added Borrower or Borrower.

2.2 Lender shall not be in any way responsible or liable for the debts, losses, obligations or duties of either Added Borrower or Borrower with respect to the Property or otherwise. Obligations to pay property or other taxes, assessments, insurance premiums, and all other fees and charges arising from the ownership, operation or occupancy of the Property and to perform all occupancy and other agreements and contracts relating to the Property shall be the sole responsibility of Added Borrower and Borrower, as agreed between them.

3. BORROWER REPRESENTATIONS AND WARRANTIES

Borrower hereby represents, warrants, covenants, acknowledges and agrees to Lender as follows:

3.1 This Agreement and the Loan Documents have been duly executed and constitute valid, legal and binding obligations, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and/or other laws regarding or affecting creditors' rights generally, and all representations and warranties made by Borrower in the Loan Documents remain true and correct.

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3.2 Borrower has conveyed the tenant-in-common interest referred to above to Added Borrower without reservation of any rights or interests, and the tenant-in-common interest as so conveyed is free and clear of any and all security interests, liens or encumbrances, except the lien and security interest created by the Loan Documents and other than the rights and obligations of the parties under the Tenants-in-Common Agreement, the Master Lease and the Property Management Agreement currently affecting the Property.

3.3 As of the effective date of this Agreement, Borrower is not now insolvent and has not been insolvent at any time during the year prior to execution of this Agreement.

3.4 There are no actions, suits or proceedings at law or in equity or by or before any governmental agency or authority now pending or, to Borrower's actual knowledge, threatened against or affecting Borrower or the Property that if determined adversely would have a materially adverse effect on the validity, priority or enforceability of this Agreement or the Loan Documents, and, to the best of Borrower's actual knowledge, there are no facts now in existence which, with the giving of notice or the lapse of time, or both, would form the basis for any such action, suit or proceeding.

3.5 Borrower claims no setoffs, defenses or counterclaims to the payment of the indebtedness evidenced by the Note, and (to the extent permitted by applicable law) Borrower hereby agrees that if any such defense to the payment of such indebtedness should hereafter exist against Lender, the same shall not be raised against Lender in any action by Lender to collect the indebtedness, unless such defense would constitute a compulsory counterclaim, provided the foregoing shall not prohibit the Borrower from bringing any claims it may have against the Lender in any other action (i.e. other than an action by Lender to collect the indebtedness evidenced by the Note).

4. ADDED BORROWER REPRESENTATIONS AND WARRANTIES

Added Borrower hereby represents, warrants, covenants, acknowledges and agrees to Lender as follows:

4.1 Added Borrower has acquired the tenant-in-common interest referred to above free and clear of all liens and encumbrances of any kind, nature or description, except for the lien and security interest created by the Loan Documents and other than the rights and obligations of the parties under the Tenants-in-Common Agreement, Master Lease, and Property Management Agreement currently affecting the Property.

4.2 Added Borrower has received true and correct copies of, and has read and is fully familiar with the terms and conditions of, the Loan Documents, and acknowledges that the Loan Documents contain and express the entire understanding of the parties with respect to the Loan.

4.3 This Agreement has been duly executed by Added Borrower, and this Agreement and the Loan Documents constitute valid, legal and binding obligations of Added Borrower, enforceable in accordance with their respective terms, except as may be limited by bankruptcy, insolvency and other laws regarding or affecting creditors' rights generally. Added Borrower has been duly organized pursuant to the laws of the State of Delaware and has the valid power and authority to perform as contemplated hereunder. Further, the member(s) of Added Borrower has the authority to execute this Agreement and the execution hereof is not in violation of any provision of the Added Borrower's organizational documents or any amendment thereto.

4.4 There are no actions, suits or proceedings at law or in equity or by or before any governmental agency or authority now pending or, to Added Borrower's knowledge, threatened against or affecting Added Borrower or the Property that would have a materially adverse effect

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on Added Borrower's ability to perform its obligations hereunder or under the Loan Documents, and, to the best of Added Borrower's knowledge, there are no facts now in existence which, with the giving of notice or the lapse of time, or both, would form the basis for any such action, suit or proceeding. Added Borrower is not in default with respect to any order, writ, injunction, decree or demand of any governmental agency or authority, which would have a material adverse effect on Added Borrower's ability to perform its obligations hereunder or under the Loan Documents.

4.5 Added Borrower is not in default under any contracts, agreements or commitments to which Added Borrower is a signatory or by which Added Borrower is bound, which default would have a materially adverse effect on its ability to perform Added Borrower's obligations under this Agreement and the Loan Documents. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the compliance with the terms and conditions hereof or under the Loan Documents will not:

(a) violate any now existing provision of law or any now existing applicable regulation, order, writ, injunction or decree of any governmental agency or authority having jurisdiction, or (b) conflict or be inconsistent with, or result in any breach of, any of the terms, covenants, conditions or provisions of, or constitute a default under, any mortgage, instrument, documents, commitment, agreement or contract of any kind to which Added Borrower is a signatory or by which Added Borrower may be bound.

4.6 Neither this Agreement nor any other document, financial statement, credit information, certificate or statement furnished to Lender by Added Borrower, whether pursuant to this Agreement or otherwise, contains any materially untrue statement or omits to state a fact material to the truth and completeness of any statement made.

4.7 Added Borrower claims no set-offs, defenses or counterclaims to the payment of the indebtedness evidenced by the Note, and (to the extent permitted by applicable law) Borrower hereby agrees that if any such defense to the payment of such indebtedness should hereafter exist against Lender, the same shall not be raised against Lender in any action by Lender to collect the indebtedness, unless such defense would constitute a compulsory counterclaim, provided the foregoing shall not prohibit the Borrower from bringing any claims it may have against the Lender in any other action (i.e. other than an action by Lender to collect the indebtedness evidenced by the Note).

4.8 Added Borrower or Borrower agrees to pay any applicable fee referred to in Section 1.15 of the Security Instrument, as well as all out-of-pocket costs and expenses actually incurred by Lender as a result of the Assumption, including, without limitation, reasonable legal fees, recording costs and title expenses in consideration for Lender's consent to the conveyance of the tenant-in-common interest referred to above. Such costs are to be paid to Lender regardless of whether or not closing occurs.

5. EFFECT

5.1 The parties hereto acknowledge, ratify and affirm that the liens and security interests created and evidenced by the Security Instrument and the other Loan Documents are valid and subsisting and further acknowledge and agree that, to the best of the parties' knowledge, there are no offsets, claims or defenses to the Secured Obligations or any of the other Loan Documents.

5.2 Nothing in this Agreement shall be construed to be a novation of the Note or the Loan Documents and it is intended that the Lender shall continue to be entitled to all of the priorities existing under the Security Instrument and other Loan Documents as of the date first executed and delivered.

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5.3 Nothing in this Agreement or in any of the Loan Documents shall be construed as constituting an agreement to modify the Loan Documents or forbear from bringing an action to enforce the Loan Documents by means of the remedies contained therein or as a waiver or limitation upon the right to exercise any other right, power, privilege or other remedy under this Agreement or under any of the Loan Documents or otherwise as provided at law or in equity.

5.4 Except as expressly modified hereby, the terms and provisions of the Security Instrument and the other Loan Documents shall remain unchanged and shall remain in full force and effect. Any modification herein of the Security Instrument and the other Loan Documents shall in no way affect the security of the Security Instrument, the Assignment and the other Loan Documents for the payment of the Secured Obligations.

5.5 If any one or more default(s) shall have occurred hereunder or under the Loan Documents, Lender may, in addition to any rights conferred by this Agreement or the Loan Documents, proceed to protect and/or enforce any right, power, privilege or remedy of Lender by an action at law, suit in equity or other appropriate proceeding. All rights, powers, privileges and remedies provided herein or in the Loan Documents shall be cumulative and are in addition to all of the rights, powers, privileges and remedies provided by law or in equity.

Notwithstanding the foregoing, Lender acknowledges that its rights under the Loan Documents and this Agreement are subject to any limitations or restrictions set forth therein.

6. FINANCING STATEMENT

6.1 This Agreement shall be effective as a Financing Statement filed as a fixture filing with respect to all goods which are or are to become fixtures related to the Property. The information below is provided in connection with the filing of this instrument as a Financing Statement, and the Added Borrower hereby represents and warrants it to be true and correct as of the date of this instrument:

6.2 The name and address of the record owner of the real estate described in this instrument is:

(a) Added Borrower: **V. BRANDT-ARLINGTON TOWN SQUARE LLC**

M. BRANDT-ARLINGTON TOWN SQUARE LLC

(b) the name, mailing address and, if Added Borrower is not an individual, type of organization, jurisdiction or organization and organizational number (if any) of the Added Borrower is:

Name: **V. BRANDT-ARLINGTON TOWN SQUARE LLC**

Jurisdiction/Entity Type: a Delaware limited liability company

Address: c/o DBSI ARLINGTON TOWN SQUARE LEASECO LLC, Attn: Legal Department 1550 South Tech Lane, Meridian, Idaho 83642

Added Borrower's Organizational ID Number: **4316502**

Name: **M. BRANDT-ARLINGTON TOWN SQUARE LLC**

Jurisdiction/Entity Type: a Delaware limited liability company

Address: c/o DBSI ARLINGTON TOWN SQUARE LEASECO LLC, Attn: Legal Department 1550 South Tech Lane, Meridian, Idaho 83642

Added Borrower's Organizational ID Number: **4316498**

(c) The name and address of the Lender is set forth above:

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6.3 Added Borrower specifically authorizes Lender to file such Uniform Commercial Code Financing Statements before, on or after the date hereof, and to file such amendments and continuation statements, all as Lender determines necessary or desirable from time to time to perfect or continue the lien of Lender's security interest in the Property.

7. MISCELLANEOUS

7.1 This Agreement constitutes the entire agreement between the parties hereto regarding the assumption and modification of the Loan Documents as set forth herein and supersedes any prior or contemporaneous representations and agreements regarding the assumption and modification of the Loan Documents not contained herein.

7.2 Nothing contained in this Agreement shall be deemed to confer any right or benefit on any person or entity who is not a party to this Agreement. This Agreement is made for the sole protection and benefit of Borrower, Added Borrower and Lender, and no other person or entity shall have any right of action hereon or hereunder, it being the intent of the parties that no person or entity shall be a third party beneficiary of this Agreement.

7.3 Notwithstanding the place of execution of this instrument, the parties to this Agreement have contracted for the law of the state in which the Property is located to govern this Agreement and it is agreed that this Agreement is made pursuant to and shall be construed and governed by the laws of the State in which the Property is located without regard to the principles of conflicts of law.

7.4 This Agreement and each and every part hereof shall be binding upon the parties hereto and their successors or assigns and shall inure to the benefit of each and every future holder of the Note, including any endorsees, successors and/or assigns of the Lender.

7.5 Added Borrower, upon request from Lender, agrees to execute such other and further documents reasonably required by Lender to effectuate the purposes of this Agreement and to subject to the liens and security interests created by the Loan Documents, any of Added Borrower's properties, rights or interests, covered or intended to be covered thereby, and to perfect and maintain such liens and security and the priority thereof.

7.6 This Agreement may be executed in any number of counterparts all of which, together, shall constitute one and the same Agreement with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature page of any counterpart may be removed herefrom and attached to any other counterpart.

7.7 All capitalized terms in this Agreement have the same meaning ascribed to them in the Loan Documents unless otherwise defined herein.

7.8 The headings at the beginning of each section hereof are solely for the convenience of the parties and shall have no effect upon the construction or interpretation of any provision or provisions of this Agreement. Whenever required by the context of this Agreement, the singular shall include the plural, the plural shall include the singular and the masculine, feminine and neuter shall be freely interchangeable. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties had prepared the same. All exhibits referred to in this Agreement are attached and incorporated by this reference. The unenforceability or invalidity of any provisions of this Agreement shall not render any other provision or provisions of this Agreement unenforceable or invalid.

7.9 Any notices and other communications permitted or required by the provisions of

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this Agreement shall be given in accordance with the notice provisions of the Security Instrument, and any notices or other communications permitted or required by the provisions of the Loan Documents shall be given in accordance with the notice provisions of the applicable Loan Document.

7.10 BORROWER AND LENDER HEREBY IRREVOCABLY WAIVE TO THE FULLEST EXTENT PERMITTED BY LAW, ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE SECURITY INSTRUMENT, THIS NOTE AND/OR ANY OF THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

7.11 DOUGLAS L. SWENSON and DBSI HOUSING INC., an Idaho corporation (individually and collectively, the "Guarantor/Indemnitor") hereby execute this Agreement for the purposes of:

(a) consenting to the terms of this Agreement and the transaction contemplated hereunder,

(b) affirming and ratifying all of their respective covenants and obligations to Lender under the Loan Documents, as applicable, including without limitation the Guaranty and the Indemnity, and

(c) acknowledging that neither this Agreement nor the transaction contemplated hereunder shall release, or otherwise affect, any liability of the Guarantor/Indemnitor, as applicable, under the Guaranty and the Indemnity, and that all of the terms and conditions of the Guaranty and the Indemnity shall remain in full force and effect without modification thereof.

7.12 The Guarantor/Indemnitor join in the execution of this Agreement for the limited purposes described above in Section 7.11.

**{THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
SIGNATURES
APPEAR ON THE FOLLOWING PAGES.}**

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IN WITNESS WHEREOF, the Borrower, Added Borrower, Lender and Guarantor/Indemnitor have caused this Agreement to be executed as of the day and year first above written.

BORROWER AND LESSOR:

FOR 1031 ARLINGTON TOWN SQUARE LLC,
a Delaware limited liability company

By: FOR 1031 LLC, an Idaho limited liability
company, Sole Member

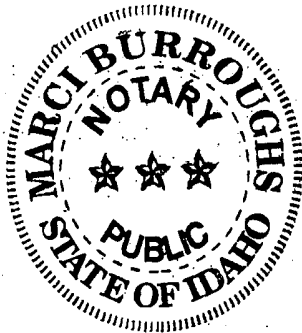
By: [Signature]
Name: David Swenson
Its: Assistant Secretary

STATE OF IDAHO

COUNTY OF ADA

The foregoing instrument was acknowledged before me this 13th day of April, 2007, by David Swenson the Assistant Secretary of FOR 1031 LLC, an Idaho limited liability company, Sole Member of FOR 1031 ARLINGTON TOWN SQUARE LLC, a Delaware limited liability company, on behalf of the limited liability company.

(SEAL)



Marci Burroughs
Notary Public
Printed Name: Marci Burroughs
My Commission Expires: 11/27/2015

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ADDED BORROWER:

V. BRANDT-ARLINGTON TOWN SQUARE LLC

A Delaware limited liability company

By: [Signature]
Name: **Victor D. Brandt**
Its: **Sole Member**

M. BRANDT-ARLINGTON TOWN SQUARE LLC

A Delaware limited liability company

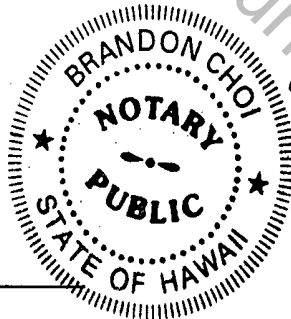
By: [Signature]
Name: **Myra M. Brandt**
Its: **Sole Member**

STATE OF Hawaii

City + COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 18th day of April, 2007, by **Victor D. Brandt**, sole member of **V. BRANDT-ARLINGTON TOWN SQUARE LLC**, a Delaware limited liability company on behalf of the limited liability company.

(SEAL)



[Signature]
Notary Public
Printed Name: _____
My Commission Expires: _____

BRANDON CHOI
Expiration Date: **June 10, 2009**

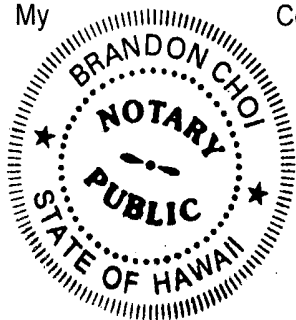
STATE OF Hawaii

City + COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 18th day of April, 2007, by **Myra M. Brandt**, sole member of **M. BRANDT-ARLINGTON TOWN SQUARE LLC**, a Delaware limited liability company on behalf of the limited liability company.

(SEAL)

My Commission Expires: _____



[Signature]
Notary Public
Printed Name: _____
Expires: _____

BRANDON CHOI
Expiration Date: **June 10, 2009**

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GUARANTOR/INDEMNITOR:

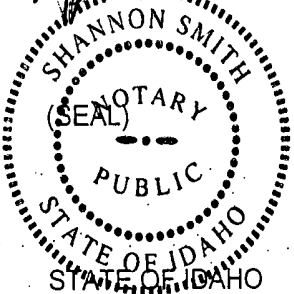
[Signature]
DOUGLAS L. SWENSON

DBSI HOUSING INC., an Idaho corporation

By: [Signature]
Name: DOUGLAS L. SWENSON
Its: President

STATE OF IDAHO
COUNTY OF ADA

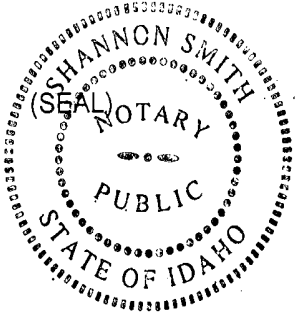
The foregoing instrument was acknowledged before me this 13 day of April, 2007, by DOUGLAS L. SWENSON.



[Signature]
Notary Public
Printed Name: Shannon Smith
My Commission Expires: 10/08/11

COUNTY OF ADA

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by Douglas L. Swenson the President of DBSI HOUSING INC., an Idaho corporation, on behalf of the corporation.

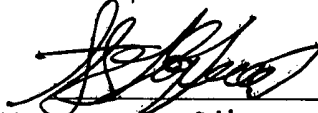


[Signature]
Notary Public
Printed Name: Shannon Smith
My Commission Expires: 10/08/11

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LENDER:

ARTESIA MORTGAGE CAPITAL CORPORATION,
a Delaware corporation

By: 
Name: Steven Enfield
Its: Managing Director

STATE OF WASHINGTON

COUNTY OF KING

The foregoing instrument was acknowledged before me this 6th day of June, 2007, by STEVEN ENFIELD, the MANAGING DIRECTOR of ARTESIA MORTGAGE CAPITAL CORPORATION, a Delaware corporation, on behalf of the corporation.

(SEAL)



B. Sonia Nelson
Notary Public
Printed Name: B. SONIA NELSON
My Commission Expires: 3-23-2011

County Clerk's Office

THIS DOCUMENT WAS DRAFTED BY:
John Seiner
BEST & FLANAGAN LLP
225 South Sixth Street
Suite 4000
Minneapolis, MN 55402
Telephone: (612) 341-9707

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EXHIBIT A
TO
ASSUMPTION AND MODIFICATION AGREEMENT

LEGAL DESCRIPTION OF PROPERTY

The Property is located in Cook County, Illinois, and is legally described as follows:

STREET ADDRESS:

CITY:

COUNTY: COOK

TAX NUMBER: 03-29-349-025-0000

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 3, 4, AND 6 IN THE ARLINGTON TOWN SQUARE SUBDIVISION, BEING A SUBDIVISION IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 5 IN BLOCK 27, LOT 8 IN BLOCK 30 AND THAT PART OF VACATED ROBINSON STREET LYING SOUTH OF AND ADJOINING SAID LOT 5 AND NORTH OF AND ADJOINING SAID LOT 8, IN THE TOWN OF DUNTON, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT AND OPERATING AGREEMENT RECORDED AS DOCUMENT 99608934, FOR INGRESS AND EGRESS, STRUCTURAL SUPPORT, USE OF FACILITIES, COMMON WALLS, CEILINGS AND FLOORS, UTILITIES, FUTURE FACILITIES, MECHANICAL ROOM, ELEVATOR, USE OF PART OF THE CONDOMINIUM IMPROVEMENTS ROOF, MAINTENANCE OF COMMERCIAL OWNED FACILITIES; SIGNS AND CANOPIES, ENCROACHMENTS, MECHANICAL AND EQUIPMENT ROOMS, STORAGE ROOM, DELIVERIES, DUCTS AND VENTS, ELEVATORS AND STAIRWAYS, REFUSE AND EMERGENCY ACCESS, CECO VAULT AND ACCESS TO SAID VAULT AND CONTROL PANELS OVER AND UPON THE PUBLIC PARKING GARAGE PARCEL AND THE CONDOMINIUM PARCELS LOCATED ON LOTS 1, 2, 5, 7 AND 8 IN AFORESAID SUBDIVISION.

Addresses:

40, 42, 50, 56, 58, 60, 66, 70, 76 and 88 S. Arlington Heights Road

3, 11, 15, 19, 21, 23, 27, 31, 33, 37, 41, 45, 47, 53, 61, 69, 81, 83 and 89 S. Evergreen Avenue.

15, 17, 19, 21, 25 and 29 S. Dunton Avenue.

Tax ID Numbers:

03-29-348-004-0000

03-29-348-005-0000

03-29-348-006-0000

03-29-348-007-0000

03-29-349-025-0000

03-29-349-026-0000

03-29-349-028-0000

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