

UNOFFICIAL COPY



Doc#: 0720822174 Fee: \$36.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/27/2007 03:25 PM Pg: 1 of 7

835253 A-1 8/29/07

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THACHER PROFFITT & WOOD
TWO WORLD FINANCIAL CENTER
NEW YORK, NY 10281
ATTN: Mitchell G. Williams, Esq.

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
GTIS I-AIMCAP SCHAUMBURG LLC

OR

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
c/o JF Capital Advisors, LLC, 230 Park Avenue, 10th Floor New York NY 10169 USA
Attn: E. Jonathan Falik

1d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 1e. TYPE OF ORGANIZATION 1f. JURISDICTION OF ORGANIZATION 1g. ORGANIZATIONAL ID #, if any
LLC Delaware 4354048 NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

2d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 2e. TYPE OF ORGANIZATION 2f. JURISDICTION OF ORGANIZATION 2g. ORGANIZATIONAL ID #, if any
 NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
LEHMAN BROTHERS BANK, FSB

OR

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
1000 West Street, Suite 200 Wilmington DE 19801 USA

4. This FINANCING STATEMENT covers the following collateral:

See Rider A and Exhibit A attached hereto and made a part hereof.

5. ALTERNATIVE DESIGNATION [if applicable]: LESSEE/LESSOR CONSIGNEE/CONSIGNOR BAILEE/BAILOR SELLER/BUYER AG. LIEN NON-UCC FILING

6. This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable) 7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

UNOFFICIAL COPY

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME GTIS I-AIMCAP SCHAUMBURG LLC			
OR			
9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX	

10. MISCELLANEOUS:

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR					
11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. TAXID#: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	11 e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR					
12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX		
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Rider A and Exhibit A attached hereto and made a part hereof.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

17. Check only if applicable and check only one box

Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.

Debtor is a TRANSMITTING UTILITY

Filed in connection with a Manufactured-Home Transaction - effective 30 years

Filed in connection with a Public-Finance Transaction - effective 30 years

UNOFFICIAL COPY

RIDER A to UCC-1

All rights, interests and estates now owned, or hereafter acquired by Debtor to the extent assignable (collectively, the "Property"):

1. Land. The real property described in Exhibit A attached hereto and made a part hereof (the "Land");

2. Additional Land. All additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of that certain Mortgage and Security Agreement (the "Security Instrument");

3. Improvements. The buildings, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements");

4. Easements. All easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Debtor of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

5. Fixtures and Personal Property. All machinery, equipment, fixtures (including, but not limited to, all heating, air conditioning, plumbing, lighting, communications, elevator fixtures, inventory and goods), inventory and articles of personal property and accessories thereof and renewals, replacements thereof and substitutions therefor (including, but not limited to, beds, bureaus, chiffonniers, chests, chairs, desks, lamps, mirrors, bookcases, tables, rugs, carpeting, drapes, draperies, curtains, shades, venetian blinds, screens, paintings, hangings, pictures, divans, couches, luggage carts, luggage racks, stools, sofas, chinaware, linens, pillows, blankets, glassware, silverware, foodcarts, cookware, dry cleaning facilities, dining room wagons, keys or other entry systems, bars, bar fixtures, liquor and other drink dispensers, icemakers, radios, television sets, intercom and paging equipment, electric and electronic equipment, dictating equipment, private telephone systems, medical equipment, potted plants, heating, lighting and plumbing fixtures, fire prevention and extinguishing apparatus, cooling and air-conditioning systems, elevators, escalators, fittings, plants, apparatus, stoves, ranges, refrigerators, laundry machines, tools, machinery, engines, dynamos, motors, boilers, incinerators, switchboards, conduits, compressors, vacuum cleaning systems, floor cleaning, waxing and polishing equipment, call systems, brackets, electrical signs, bulbs, bells, ash and fuel, conveyors, cabinets, lockers, shelving, spotlighting equipment, dishwashers, garbage disposals, washers and dryers),

UNOFFICIAL COPY

other customary hotel equipment and other tangible property of every kind and nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, and usable in connection with the present or future operation and occupancy of the Land and the Improvements and all building equipment, materials and supplies of any nature whatsoever owned by Debtor, or in which Debtor has or shall have an interest, now or hereafter located upon the Land and the Improvements, or appurtenant thereto, or usable in connection with the present or future operation and occupancy of the Land and the Improvements (collectively, the "Personal Property"), and the right, title and interest of Debtor in and to any of the Personal Property which may be subject to any security interests, as defined in the Uniform Commercial Code, as adopted and enacted by the State or States where any of the Property is located (the "Uniform Commercial Code"), superior in lien to the lien of the Security Instrument and all proceeds and products of the above;

6. Leases and Rents. All leases, subleases, rental agreements, registration cards and agreements, if any and other agreements whether or not in writing affecting the use, enjoyment or occupancy of the Land and/or the Improvements heretofore or hereafter entered into and all extensions, amendments and modifications thereto, whether before or after the filing by or against Debtor of any petition for relief under Section 365(h)(1) of the Bankruptcy Code, Title 11 U § 101 *et seq.* (as the same may be amended from time to time, the "Bankruptcy Code") (the "Leases") and all right, title and interest of Debtor, its successors and assigns therein and thereunder, including, without limitation, any guaranties of the lessees' obligations thereunder, cash or securities deposited thereunder to secure the performance by the lessees of their obligations thereunder and all rents, additional rents, payments in connection with any termination, cancellation or surrender of any Lease, revenues, issues registration fees, if any and profits (including all oil and gas or other mineral royalties and bonuses) from the Land and the Improvements, all income, rents, room rates, issues, profits, revenues, deposits, accounts and other benefits from the operation of the hotel on the Land and/or the Improvements, including, without limitation, all revenues and credit card receipts collected from guest rooms, restaurants, bars, mini-bars, meeting rooms, banquet rooms and recreational facilities and otherwise, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of sale, lease, sublease, license, concession or other grant of the right of the possession, use or occupancy of all or any portion of the Land and/or Improvements, or personalty located thereon, or rendering of services by Debtor or any operator or manager of the hotel or the commercial space located in the Improvements or acquired from others including, without limitation, from the rental of any office space, retail space, commercial space, guest room or other space, halls, stores or offices, including any deposits securing reservations of such space, exhibit or sales space of every kind, license, lease, sublease and concession fees and rentals, health club membership fees, food and beverage wholesale and retail sales, service charges, vending machine sales and proceeds, if any, from business interruption or other loss of income insurance relating to the use, enjoyment or occupancy of the Land and/or the Improvements whether paid or accruing before or after the filing by or against Debtor of any petition for relief under the Bankruptcy Code and all proceeds from the sale or other disposition of the Leases (the "Rents") and the right to receive and apply the Rents to the payment of the Debt;

UNOFFICIAL COPY

7. Condemnation Awards. All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Property, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of or in anticipation of the exercise of the right), or for a change of grade, or for any other injury to or decrease in the value of the Property;

8. Insurance Proceeds. All proceeds of and any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

9. Tax Certiorari. All refunds, rebates or credits in connection with a reduction in real estate taxes and assessments charged against the Property as a result of tax certiorari or any applications or proceedings for reduction;

10. Conversion. All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims;

11. Rights. The right, in the name and on behalf of Debtor, to appear in and defend any action or proceeding brought with respect to the Property and to commence any action or proceeding to protect the interest of Secured Party in the Property;

12. Agreements. All agreements, contracts, certificates, instruments, franchises, permits, licenses, plans, specifications and other documents, now or hereafter entered into, and all rights therein and thereto, respecting or pertaining to the use, occupation, construction, management or operation of the Land and any part thereof and any Improvements or respecting any business or activity conducted on the Land and any part thereof and all right, title and interest of Debtor therein and thereunder, including, without limitation, the right, upon the happening of any default hereunder, to receive and collect any sums payable to Debtor thereunder;

13. Intangibles. All trade names, trademarks, servicemarks, logos, copyrights, goodwill, books and records, tenant or guest lists, advertising materials, telephone exchange numbers identified in such materials and all other general intangibles relating to or used in connection with the operation of the Property;

14. Accounts. All Account Collateral, reserves, escrows and deposit accounts maintained by Debtor with respect to the Property including, without limitation, the Property Account and the Lockbox Account, and all complete securities, investments, property and financial assets held therein from time to time and all proceeds, products, distributions or dividends or substitutions thereon and thereof;

15. Causes of Action. All causes of action and claims (including, without limitation, all causes of action or claims arising in tort, by contract, by fraud or by concealment of material fact) against any Person for damages or injury to the Property or in connection with any transactions financed in whole or in part by the proceeds of the Loan ("Causes of Action");

UNOFFICIAL COPY

16. Interest Rate Cap Agreement. All right, title, interest and claim of Debtor in, to, under or pursuant to the Interest Rate Cap Agreement (as defined in the Loan Agreement), and in, to, under or pursuant to any and all amendments, supplements and additions thereto, all claims of Debtor for breach by Counterparty (as defined in the Loan Agreement) of any covenant, agreement, representation or warranty contained in the Interest Rate Cap Agreement;

17. Accounts Receivable. All right, title and interest of Debtor arising from the operation of the Land and the Improvements in and to all payments for goods or property sold or leased or for services rendered, whether or not yet earned by performance, and not evidenced by an instrument or chattel paper, (hereinafter referred to as "Accounts Receivable") including, without limiting the generality of the foregoing, (i) all accounts, contract rights, book debts, and notes arising from the operation of a hotel on the Land and the Improvements or arising from the sale, lease or exchange of goods or other property and/or the performance of services, (ii) Debtor's rights to payment from any consumer credit/charge card organization or entities which sponsor and administer such cards as the American Express Card, the Visa Card and the Mastercard, (iii) Debtor's rights in, to and under all purchase orders for goods, services or other property, (iv) Debtor's rights to any goods, services or other property represented by any of the foregoing, (v) monies due to or to become due to Debtor under all contracts for the sale, lease or exchange of goods or other property and/or the performance of services including the right to payment of any interest or finance charges in respect thereto (whether or not yet earned by performance on the part of Debtor) and (vi) all collateral security and guaranties of any kind given by any person or entity with respect to any of the foregoing. Accounts Receivable shall include those now existing or hereafter created, substitutions therefor, proceeds (whether cash or non-cash, movable or immovable, tangible or intangible) received upon the sale, exchange, transfer, collection or other disposition or substitution thereof and any and all of the foregoing and proceeds therefrom; and

18. Other Rights. Any and all other rights of Debtor in and to the items set forth in Subsections (1) through (17) above.

All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Security Instrument.

UNOFFICIAL COPY

EXHIBIT A Legal Description

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 40 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14 AND THE NORTH LINE OF THE SOUTH 50 FEET (MEASURED PERPENDICULARLY) OF THE NORTHEAST 1/4 OF SAID SECTION 14, THENCE SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST ALONG SAID NORTH LINE A DISTANCE OF 236.70 FEET TO A POINT; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST A DISTANCE OF 767.50 FEET TO A POINT; THENCE NORTH 86 DEGREES 03 MINUTES 42 SECONDS EAST A DISTANCE OF 288.62 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES 02 SECONDS EAST A DISTANCE OF 769.25 FEET TO THE HEREINABOVE DESIGNATED POINT FOR BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THOSE NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE BEING THOSE EASEMENTS AND RIGHTS CREATED BY THOSE GRANTS OF EASEMENTS PURSUANT TO THE TERMS AND PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT 25196718, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100103, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100104, AND THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUST, FUND F OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 14 WITH A LINE BEING 561.22 FEET (MEASURED PERPENDICULARLY) SOUTH OF AND PARALLEL TO THE SOUTH LINE OF GOLF ROAD, ACCORDING TO DOCUMENT NUMBER 10488004; THENCE EASTWARD ALONG THE SAID PARALLEL LINE, NORTH 87 DEGREES 13 MINUTES 50 SECONDS EAST, A DISTANCE OF 1404.175 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTWARD ALONG A CURVED LINE, CONVEX TO THE NORTHEAST, OF 150.00 FEET IN RADIUS, FOR AN ARC LENGTH OF 157.079 FEET TO A POINT OF TANGENCY; THENCE SOUTH 32 DEGREES 40 MINUTES 10 SECONDS EAST, A DISTANCE OF 256.717 FEET; THENCE SOUTH 57 DEGREES 19 MINUTES 50 SECONDS WEST, A DISTANCE OF 66.00 FEET; THENCE SOUTHWESTWARD ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST, OF 150.00 FEET IN RADIUS, HAVING A CHORD LENGTH OF 44.83 FEET ON A BEARING OF SOUTH 41 DEGREES 15 MINUTES 50 SECONDS EAST, FOR AN ARC LENGTH OF 45.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTHEASTWARD ALONG A CURVED LINE, CONVEX TO THE SOUTHWEST OF 150.00 FEET IN RADIUS, HAVING A CHORD LENGTH OF 102.96 FEET ON A BEARING OF SOUTH 69 DEGREES 55 MINUTES 49 SECONDS EAST, FOR AN ARC LENGTH OF 105.10 FEET TO A POINT OF TANGENCY; THENCE EASTWARD ALONG THE SOUTHERLY LINE OF AMERICAN LANE, NORTH 89 DEGREES 59 MINUTES 52 SECONDS EAST A DISTANCE OF 111.38 FEET; THENCE SOUTH 2 DEGREES 55 MINUTES 17 SECONDS EAST, A DISTANCE OF 114.55 FEET; THENCE SOUTH 77 DEGREES 26 MINUTES 35 SECONDS WEST, A DISTANCE OF 166.95 FEET; THENCE SOUTH 36 DEGREES 46 MINUTES 00 SECONDS WEST, A DISTANCE OF 199.47 FEET; THENCE SOUTH 8 DEGREES 19 MINUTES 57 SECONDS EAST, A DISTANCE OF 236.37 FEET; THENCE SOUTH 24 DEGREES 41 MINUTES 16 SECONDS WEST, A DISTANCE OF 200.28 FEET; THENCE SOUTH 10 DEGREES 51

UNOFFICIAL COPY

MINUTES 44 SECONDS EAST, A DISTANCE OF 201.63 FEET; THENCE SOUTH 51 DEGREES 33 MINUTES 53 SECONDS EAST, A DISTANCE OF 209.76 FEET; THENCE SOUTH 16 DEGREES 37 MINUTES 46 SECONDS EAST, A DISTANCE OF 222.79 FEET; THENCE SOUTH 58 DEGREES 28 MINUTES 35 SECONDS EAST, A DISTANCE OF 301.51 FEET; THENCE SOUTH 3 DEGREES 56 MINUTES 18 SECONDS EAST, A DISTANCE OF 74.29 FEET TO A POINT ON THE NORTHERLY LINE OF WOODFIELD ROAD; THENCE WESTERLY ALONG THE SAID NORTHERLY LINE, SOUTH 86 DEGREES 03 MINUTES 42 SECONDS WEST, A DISTANCE OF 315.97 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 18 SECONDS WEST, A DISTANCE OF 33.45 FEET; THENCE NORTH 47 DEGREES 58 MINUTES 24 SECONDS WEST, A DISTANCE OF 254.55 FEET; THENCE NORTH 33 DEGREES 02 MINUTES 24 SECONDS WEST, A DISTANCE OF 278.64 FEET; THENCE NORTH 8 DEGREES 26 MINUTES 11 SECONDS EAST, A DISTANCE OF 334.05 FEET; THENCE NORTH 23 DEGREES 37 MINUTES 15 SECONDS WEST, A DISTANCE OF 244.51 FEET; THENCE NORTH 64 DEGREES 50 MINUTES 51 SECONDS WEST, A DISTANCE OF 127.53 FEET; THENCE NORTH 37 DEGREES 44 MINUTES 07 SECONDS WEST, A DISTANCE OF 95.78 FEET; THENCE NORTH 62 DEGREES 27 MINUTES 08 SECONDS EAST, A DISTANCE OF 296.33 FEET; THENCE NORTH 35 DEGREES 57 MINUTES 22 SECONDS EAST, A DISTANCE OF 363.81 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THOSE NON-EXCLUSIVE EASEMENTS AND RIGHTS APPURTENANT TO PARCEL 1 DESCRIBED ABOVE BEING THOSE EASEMENTS AND RIGHTS CREATED BY THOSE GRANTS OF EASEMENTS PURSUANT TO THE TERMS AND PROVISIONS OF THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS DATED JULY 2, 1979 AND RECORDED OCTOBER 10, 1979 AS DOCUMENT 25196718, EXECUTED BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100103, LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 100104, AND THE FIRST NATIONAL BANK OF CHICAGO, AS TRUSTEE OF THE FIRST NATIONAL BANK OF CHICAGO GROUP TRUST FOR PENSION AND PROFIT SHARING TRUST, FUND F ALL IN COOK COUNTY, ILLINOIS. THE NON-EXCLUSIVE EASEMENT AND RIGHTS DESCRIBED ABOVE INCLUDE NON-EXCLUSIVE RIGHTS OF ACCESS BETWEEN PARCEL 1 DESCRIBED ABOVE AND PARCEL 2 DESCRIBED ABOVE.