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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/26/2008 11:58 AM Pg: 1 of 18

RECORDING REQUESTED BY AND
WHEN RECORDED, RETURN TO:

Pepler Mastromonaco LLP
100 First Street, 25th Floor
San Francisco, CA 94105
Attention: Peter A. Mastromonaco, Esq.

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE

ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT (this "Agreement") is made as of June 25, 2008 by and among WELLS FARGO BANK, N.A., as trustee for the registered holders of CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1 (together with its successors and assigns, "Lender"), 500 PULASKI BUILDING, LLC, an Illinois limited liability company ("Existing Borrower"), RE NAPERVILLE - 500 PULASKI, LLC, a Delaware limited liability company ("New Borrower"), CALVIN D. BOENDER, an individual ("Existing Principal") and PHILIP S. MARRONE, an individual ("New Principal").

RECITALS:

A. Lender is the holder for value of that certain Promissory Note dated as of August 24, 2006 (the "Note") in the principal sum of Five Million One Hundred Thousand and No/100ths Dollars (\$5,100,000.00) (the "Loan"), executed by Existing Borrower originally to the order of Column Financial, Inc., a Delaware corporation ("Original Lender").

B. The indebtedness evidenced by the Note is secured by, among other things, (i) a Mortgage, Security Agreement and Fixture Financing Statement dated August 24, 2006 and recorded on September 7, 2006 as Document No. 0625042180 in the official records of Cook County, Illinois (the "Official Records") and assigned to Lender by instrument recorded on October 25, 2007 as Document No. 0729806061 (the "Security Instrument"), encumbering that certain real property situated in the County of Cook, State of Illinois, as is more particularly described on Exhibit A attached hereto, together with the buildings, structures and other improvements now or hereafter located thereon (the "Improvements"; said real property, and the Improvements being hereinafter collectively referred to as the "Property"); (ii) that certain Assignment of Leases and Rents dated August 24, 2006 and recorded on September 7, 2006 as Document No. 0625042181 in the Official Records and assigned to Lender by instrument recorded on October 25, 2007 as Document No. 0729806062 (the "Assignment"); (iii) that certain UCC-1 Financing Statement which was filed with the Illinois Secretary of State on September 11, 2006 as Document No. 11326056 FS (the "State Financing Statement") and assigned to Lender by instrument filed with the Illinois Secretary of State on October 16, 2007 as Document No. 8833184 AS and; (iv) that certain UCC-1 Financing Statement which was recorded in the Official Records on September 7, 2006 as Document No. 0625042182 and

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assigned to Lender by instrument recorded in the Official Records on November 6, 2007 as Document No. 0731006126 (the "County UCC-1" and, together with the State Financing Statement collectively, the "Financing Statements").

C. Existing Borrower and Existing Principal have executed that certain Hazardous Substances Indemnity Agreement dated as of August 24, 2006 in favor of Original Lender (the "Existing Environmental Indemnity").

D. Existing Principal has executed that certain Indemnity and Guaranty Agreement dated as of August 24, 2006 in favor of Original Lender (the "Existing Guaranty").

E. Existing Borrower executed that certain Operations and Maintenance Agreement dated as of August 24, 2006 in favor of Original Lender (the "O&M Agreement").

F. The Note, the Security Instrument, the Assignment, the Financing Statements, the Existing Environmental Indemnity, the Existing Guaranty, the O&M Agreement and the other documents, instruments and agreements executed in connection therewith are sometimes hereinafter collectively referred to as the "Loan Documents".

G. The Note and the other Loan Documents have been assigned by mesne conveyances to Lender.

H. Existing Borrower wishes to convey all of its right, title and interest in and to the Property to New Borrower (the "Transfer") pursuant to a purchase and sale agreement under which New Borrower has agreed to purchase the Property and to assume the indebtedness and other obligations of Existing Borrower under the Loan Documents.

I. Existing Borrower, New Borrower, Existing Principal and New Principal have requested that Lender consent to the Transfer, subject to the Loan Documents as set forth below, and Lender is willing to consent to the Transfer upon the terms and conditions set forth below.

AGREEMENT:

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

1. Loan Balance. The outstanding principal balance of the Loan under the Note as of the date hereof is Five Million One Hundred Thousand and 00/100ths Dollars (\$5,100,000.00). The outstanding balances in the reserve accounts established with respect to the Loan are as follows: taxes \$68,058.34; insurance \$24,366.44; replacement reserves \$30,641.57; environmental \$13,125.00 and tenant improvements and leasing commissions \$198,286.68.

2. Consent to Transfer of the Property. Lender hereby consents, pursuant to the provisions of any of the Loan Documents requiring Lender's consent, to the Transfer of the Property from Existing Borrower to New Borrower and the assumption of the Loan by New Borrower. Lender's consent to this transfer and assumption shall not constitute a waiver, with respect to any future transfer, of Lender's right to accelerate the obligations under the Note as set

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forth in Section 1.13(a) of the Security Instrument, nor shall Lender's consent to this transfer and assumption constitute Lender's waiver of any other term, covenant or condition of any of the Loan Documents.

3. Assumption of Obligations. Existing Borrower hereby assigns to New Borrower, and New Borrower hereby assumes and agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all liabilities, terms, provisions, covenants and obligations of Existing Borrower under the Loan Documents, and New Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if New Borrower had originally executed and delivered the Loan Documents instead of Existing Borrower provided, however, that New Borrower is not assuming the obligations of the Existing Borrower under the Existing Environmental Indemnity, nor is New Principal assuming the obligations of the Existing Principal under the Existing Environmental Indemnity or the Existing Guaranty. Reference in any Loan Document to Existing Borrower or Borrower henceforth shall be deemed to be a reference to New Borrower. Reference in any Loan Document to Existing Principal or Principal henceforth shall be deemed to be a reference to New Principal.

4. Release of Existing Borrower. Subject to the full and complete performance of Existing Borrower of its obligations under this Agreement, Lender hereby releases Existing Borrower prospectively from all of its liabilities and obligations under the Loan Documents; provided, however, that Existing Borrower shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Loan Documents, including, without limitation, the Existing Environmental Indemnity.

5. Agreements of New Borrower and Existing Borrower. Each of Existing Borrower and New Borrower hereby acknowledges and agrees that:

(a) notwithstanding the release of Existing Borrower as provided in Paragraph 4 hereof, all of the terms, provisions, covenants, conditions and stipulations contained in the Loan Documents, and all of New Borrower's obligations under the Loan Documents, as assumed hereunder, are hereby ratified and confirmed by New Borrower in all respects, and shall continue to apply with full force and effect to New Borrower from and after the date hereof;

(b) the obligations of New Borrower under the Loan Documents, as assumed hereunder, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

(c) Existing Borrower has no offsets, defenses or counterclaims to the obligations under the Loan Documents and none are purported to be assigned to New Borrower hereunder;

(d) no default or Event of Default and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents;

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(e) there is no seller financing or additional borrowing in connection with New Borrower's purchase of the Property, whether secured by a lien on the Property or a lien on the equity interests in New Borrower or otherwise, and whether existing at closing or at any time during the term of the Loan; and

(f) the agreement of Lender to release Existing Borrower as provided in Paragraph 4 hereof shall not be deemed an agreement by Lender to accept additional amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

6. Release of Existing Principal. Subject to the full and complete performance of Existing Principal of its obligations under this Agreement, Lender hereby releases Existing Principal prospectively from all of its liabilities and obligations under the Existing Environmental Indemnity and the Existing Guaranty, including without limitation, the Recourse Portion (as defined in the Existing Guaranty"); provided, however, that Existing Principal shall not be released from, and shall remain fully liable for, all of its responsibilities, duties, covenants, liabilities, indemnities, guaranties and obligations arising out of conditions or events first occurring prior to the date hereof under the Existing Guaranty, including without limitation, the Recourse Portion, and the Existing Environmental Indemnity.

7. Release of Lender and Original Lender. Existing Borrower, New Borrower, Existing Principal and New Principal hereby release, relinquish, discharge and waive any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Existing Borrower, New Borrower, Existing Principal and New Principal (and their respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Original Lender, Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever prior to the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, the Property, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

Each of Existing Borrower, Existing Principal, New Borrower and New Principal after consultation with its respective attorney, hereby expressly waives the benefits of the provisions of applicable law, if any, which provides to the effect that:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release which, if known by him, must have materially affected his settlement with the debtor."

8. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents, releases and directives granted or

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expressed by Lender within this Agreement shall be subject to the fulfillment of the following conditions to the satisfaction of Lender:

- (a) Lender shall have received a fully executed counterpart of this Agreement;
- (b) New Borrower and New Principal, as the case may be, shall have executed and delivered to Lender the following in form and substance satisfactory to Lender:
 - (i) an Indemnity and Guaranty Agreement (the "New Guaranty");
 - (ii) a Hazardous Substances Indemnity Agreement (the "New Environmental Indemnity"); and
 - (iii) such certificates and other documents as Lender shall reasonably request.
- (c) Lender shall have received a copy of the new management agreement between New Borrower and Flagmark Asset Management LLC, an Illinois limited liability company ("New Manager"), together with a Consent and Agreement (the "Consent and Agreement") in the form provided to New Manager and New Borrower by Lender, fully executed by New Manager and New Borrower;
- (d) Lender shall have received such new UCC-1 financing statements naming New Borrower as debtor in favor of Lender as Lender may request;
- (e) Lender shall have received and approved New Borrower's formation documents and evidence of good standing;
- (f) Lender shall have received such UCC search reports as Lender shall elect to order with respect to Existing Borrower and New Borrower with results satisfactory to Lender;
- (g) Lender shall have received an opinion of counsel to New Borrower and New Principal satisfactory in form and substance to Lender and its counsel with respect to, among other things, the due formation, good standing and qualifications of New Borrower and New Principal, the power and authority of New Borrower and New Principal, the due execution and delivery, and the legality, validity and enforceability of this Agreement, the Consent and Agreement, the New Guaranty and the New Environmental Indemnity against New Borrower and New Principal, as the case may be, and the continued perfection of the security interests and liens granted by the Loan Documents under applicable law following the transfer of the Property to New Borrower, and] the assumption of the Loan as herein provided;
- (h) if requested by Lender, Lender shall have received an opinion of counsel to Lender with respect to the compliance of the Transfer, this Agreement and the transactions referenced herein with the provisions of the Internal Revenue Code as the same pertain to real estate mortgage investment conduits;
- (i) Lender shall have received such endorsements to the policy of title insurance insuring Lender's interest in the Property (the "Title Policy") as Lender may request,

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taking exception for no lien, encumbrance or other matter other than those set forth in the Title Policy on the date originally issued and which shall insure that title to the Property is vested in New Borrower and that the lien of the Security Instrument is not impaired by the transactions contemplated hereby;

(j) no default or Event of Default shall exist under any of the Loan Documents; and

(k) fees and expenses of Lender, including, without limitation: (i) a Loan assumption fee in the amount of Fifty-one Thousand and 00/100ths Dollars (\$51,000.00), representing one percent (1%) of the outstanding principal Loan balance in respect of the assumption fee as provided in Section 1.13(b)(iii) of the Security Instrument; (ii) an application fee of Five Thousand and 00/100ths Dollars (\$5,000.00); (iii) all of Lender's attorneys' fees and expenses; (iv) title endorsement premiums; and (v) recording and escrow fees in connection with this Agreement and the transactions contemplated hereby shall have been paid in full by New Borrower or Existing Borrower.

9. Modification of Security Instrument. Clause (l) of the granting clause of the Security Instrument as set forth on page 3 thereof is hereby modified by inserting the following at the end thereof

“, including, without limitation that certain Agreement of Purchase and Sale dated as of March 20, 2008 by and between RE Naperville – 500 Pulaski LLC, a Delaware limited liability company, as assignee of Real Estate Naperville, LLC, an Illinois limited liability company, as assignee of Philip Marrone, as purchaser, 500 Pulaski Building, LLC, an Illinois limited liability company, as seller, and that certain Escrow Instructions Lease Escrow dated as of June 25, 2008 by and among RE Naperville – 500 Pulaski, LLC, a Delaware limited liability company, as purchaser, 500 Pulaski Building, LLC, an Illinois limited liability company, as seller, and Chicago Title and Trust Company, as escrow agent”

10. Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens on and security interests in the Property. New Borrower agrees that the lien and security interests created by the Security Instrument and the Assignment continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

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11. Satisfaction of Conditions Precedent. The delivery of a fully executed original counterpart of this Agreement by Lender to New Borrower shall constitute conclusive evidence that all conditions precedent to the effectiveness of this Agreement and the consents and releases set forth herein have been completed to the satisfaction of Lender or waived by Lender.

12. General Provisions.

(a) Definitions. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement (to the extent it creates obligations on the part of New Borrower or New Principal), the New Guaranty, the New Environmental Indemnity, the Consent and Agreement and the other documents executed and delivered by New Borrower and/or New Principal in connection herewith. Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Security Instrument.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Existing Borrower, Existing Principal, New Borrower, New Principal or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(c) Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(d) Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(e) Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, New Borrower and New Principal agree to pay to Lender any and all costs and expenses, including, without limitation, attorneys' fees, costs and disbursements, incurred by Lender as a result thereof, including those incurred in proceedings under 11 U.S.C. § 101 et seq.

(f) Further Assurances. Each of Existing Borrower, Existing Principal, New Borrower and New Principal agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be required by Lender in the future to perfect, assure, confirm or effectuate the assignment by Existing Borrower and the assumption by New Borrower contemplated by and set forth in this Agreement.

(g) Reliance. Lender would not consent to the Transfer of the Property and the other transactions specified herein without Existing Borrower, Existing Principal, New Borrower and New Principal entering into this Agreement. Accordingly, Existing Borrower, Existing Principal, New Borrower and New Principal intentionally and unconditionally enter into the covenants and agreements as set forth above and understand that, in reliance upon and in consideration of such covenants and agreements, Lender has consented to the Transfer of the

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Property and New Borrower's assumption of the Loan and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

13. Notices. From and after the date hereof, all notices or other written communication hereunder and under the Loan Documents shall be deemed to have been properly given if given in the manner set forth in the Security Instrument as follows:

If to New Borrower

RE Naperville – 500 Pulaski, LLC
564 South Washington Street
Naperville, Illinois 60540
Attention: Philip Marrone
Facsimile: (630) 505-3621

With a copy to:

Samuel A. Orticelli, Esq.
568 South Washington Street
Naperville, IL 60540
Facsimile: (630) 357-5201

If to Lender:

c/o Draper and Kramer Commercial Mortgage
33 West Monroe Street, 20th Floor
Chicago, IL 60603
Attention: Commercial Mortgage Servicing
Ref. Loan No.: 99-1079215
Facsimile: (312) 795-2825

With a copy to:

Pepler Mastrorosso LLP
100 First Street, 25th Floor
San Francisco, CA 94105
Attention: Peter A. Mastrorosso, Esq.
Facsimile: (415) 978-9862

14. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their successors, the subsequent holders or owners of the Note and the Loan Documents and the assigns of New Borrower who have the prior written consent of Lender pursuant to Section 1.13(b) of the Security Instrument.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument.

16. Execution and Delivery. All representations and warranties made in this Agreement or any other document executed in connection therewith shall survive the execution and delivery of this Agreement and any other documents executed in connection herewith.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State where the Property is located.

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18. Taxpayer Identification Number. New Borrower represents and warrants to Lender that its taxpayer identification number is 26-2818495.

[There is no further text. Signature pages follow.]

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IN WITNESS WHEREOF, this Agreement has been executed as of the date first set forth above.

NEW BORROWER:

RE NAPERVILLE – 500 PULASKI, LLC,
a Delaware limited liability company

By: Real Estate Naperville, LLC,
an Illinois limited liability company
its sole member

By: 
Name: Philip S. Marrone
Title: Manager

NEW PRINCIPAL


PHILIP S. MARRONE, an individual

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

LENDER:

WELLS FARGO BANK, N.A., as trustee for the registered holders of CREDIT SUISSE FIRST BOSTON MORTGAGE SECURITIES CORP., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-C1

By: Capmark Finance Inc.,
a California corporation
as Master Servicer

By: Draper and Kramer, Incorporated,
an Illinois corporation
as Primary Servicer

By: 
Name: William T. Barry
Title: Senior Vice President

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[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

EXISTING BORROWER:

500 PULASKI BUILDING, LLC,
an Illinois limited liability company

By: _____

Name: Calvin D. Boender

Title: Manager



EXISTING PRINCIPAL:

CALVIN D. BOENDER, an individual



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD DISTANT 1337.00 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE AS STREETS ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTH ALONG SAID WEST LINE OF NORTH PULASKI ROAD A DISTANCE OF 233.00 FEET TO A POINT (SAID POINT BEING 1570.00 FEET SOUTH OF THE AFORESAID INTERSECTING STREET LINES); THENCE SOUTH 89 DEGREES 46 MINUTES WEST PARALLEL WITH THE SAID SOUTH LINE OF WEST CHICAGO AVENUE A DISTANCE OF 249.11 FEET; THENCE NORTH 13 DEGREES 53 MINUTES 35 SECONDS WEST, A DISTANCE OF 47.28 FEET; THENCE NORTH 6 DEGREES 46 MINUTES 50 SECONDS WEST, A DISTANCE OF 188.28 FEET; THENCE NORTH 89 DEGREES 46 MINUTES EAST PARALLEL WITH THE SAID SOUTH LINE OF WEST CHICAGO AVENUE, A DISTANCE OF 282.69 FEET TO THE PLACE OF BEGINNING (EXCEPTING THEREFROM THE STRIP OF LAND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD DISTANT 1337.00 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE AS STREETS ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTH 89 DEGREES 46 MINUTES 00 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF WEST CHICAGO AVENUE, A DISTANCE OF 282.69 FEET TO A POINT; THENCE SOUTH 6 DEGREES 46 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.86 FEET TO THE INTERSECTION WITH THE WESTERLY EXTENSIONS OF THE EXISTING NORTH MAIN FACE OF A ONE-STORY BRICK BUILDING LOCATED ON PREMISES IMMEDIATELY SOUTH AND ADJOINING COMMONLY KNOWN AS 500 NORTH PULASKI ROAD; THENCE SOUTH 89 DEGREES 59 MINUTES 30 SECONDS EAST ALONG THE NORTH MAIN FACE OF SAID BRICK BUILDING AND ITS EXTENSION, A DISTANCE OF 281.41 FEET TO A POINT IN THE WEST LINE OF SAID NORTH PULASKI ROAD; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE WEST LINE OF NORTH PULASKI ROAD, A DISTANCE OF 11.98 FEET TO THE PLACE OF BEGINNING); IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD DISTANT 1570 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CHICAGO AVENUE AS SAID STREETS ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTH ALONG SAID WEST LINE OF NORTH PULASKI ROAD, A DISTANCE OF 695.4 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES WEST PARALLEL WITH THE SAID SOUTH LINE OF WEST

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CHICAGO AVENUE, A DISTANCE OF 37.0 FEET; THENCE SOUTH PARALLEL WITH THE SAID WEST LINE OF NORTH PULASKI ROAD, A DISTANCE OF 75.93 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES WEST PARALLEL WITH THE SAID SOUTH LINE OF WEST CHICAGO AVENUE, A DISTANCE OF 33.27 FEET; THENCE NORTH 19 DEGREES 22 MINUTES WEST, A DISTANCE OF 81.21 FEET; THENCE NORTH 10 DEGREES 24 MINUTES WEST, A DISTANCE OF 288.0 FEET; THENCE NORTH 13 DEGREES 40 MINUTES 20 SECONDS WEST, A DISTANCE OF 422.70 FEET TO A POINT, THENCE NORTH 89 DEGREES 46 MINUTES EAST PARALLEL WITH THE SAID SOUTH LINE OF WEST CHICAGO AVENUE, A DISTANCE OF 249.11 FEET TO THE PLACE OF BEGINNING;

PARCEL 3:

LOTS 36, 37, 38, 39, 40 AND 41 IN BLOCK 12 IN HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

PARCEL 4:

THE WEST 1/2 OF THAT PORTION OF BLOCK 13 IN HARDINGS SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT: COMMENCING AT THE SOUTHEAST CORNER OF CRAWFORD AVENUE AND WEST INDIANA STREET (NOW FERDINAND STREET) (THE EAST LINE OF CRAWFORD AVENUE BEING 33 FEET EAST OF THE ORIGINAL WEST LINE OF SAID BLOCK 13) AND RUNNING THENCE EAST ON THE SOUTH LINE OF SAID INDIANA STREET (NOW FERDINAND STREET) TO THE SOUTHWEST CORNER OF HARDING AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID HARDING AVENUE TO THE NORTH LINE OF KINZIE STREET; THENCE WEST ALONG SAID NORTH LINE OF KINZIE STREET TO THE EAST LINE OF CRAWFORD AVENUE AND THENCE NORTH ALONG SAID EAST LINE OF SAID CRAWFORD AVENUE TO THE PLACE OF BEGINNING EXCEPTING FROM SAID WEST 1/2 THE SOUTH 240 FEET THEREOF LYING IMMEDIATELY NORTH OF AND ADJOINING THE NORTH LINE OF KINZIE STREET.

PARCEL 5:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 TAKEN AS A TRACT AS CREATED BY GRANT FROM 600 PULASKI ROAD, INC., AND DOWST MANUFACTURING COMPANY, BOTH CORPORATIONS OF ILLINOIS, TO FERDINAND-PULASKI, INC., NATHAN SHURE REALTY CORPORATION AND N, SHURE CO., ALL THREE CORPORATIONS OF ILLINOIS, DATED JUNE 19, 1959 AND RECORDED JUNE 24, 1959 AS DOCUMENT 17578422 AND AS MODIFIED AND RESTATED IN THE EASEMENT AND MAINTENANCE AGREEMENT DATED FEBRUARY 11, 2005 AS DOCUMENT NUMBER 0504639075 AND RERECORDED APRIL 11, 2008 AS DOCUMENT NUMBER 0810203117 FOR INGRESS AND EGRESS OVER THAT PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT IN THE WEST LINE OF NORTH PULASKI ROAD 1277.04 FEET SOUTH OF ITS INTERSECTION WITH THE

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SOUTH LINE OF WEST CHICAGO AVENUE AS STREETS ARE NOW LOCATED AND ESTABLISHED; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE OF NORTH PULASKI ROAD 71.94 FEET TO THE EASTERLY EXTENSION OF THE NORTH FACE OF AN EXISTING BRICK BUILDING; THENCE NORTH 89 DEGREES 59 MINUTES 30 SECONDS WEST ALONG SAID NORTH FACE AND ITS EASTERLY EXTENSION FOR A DISTANCE OF 253.10 FEET; THENCE NORTH 8 DEGREES 40 MINUTES 31 SECONDS WEST 72.72 FEET TO THE SOUTH FACE OF AN EXISTING BRICK BUILDING; THENCE NORTH 89 DEGREES 59 MINUTES 48 SECONDS EAST ALONG SAID SOUTH FACE AND ITS EXTENSION 264.07 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 25 TO 34, BOTH INCLUSIVE, AND LOT 35 (EXCEPT THE SOUTH 16 FEET OF THE NORTH 17 FEET THEREOF) IN PHINNEY'S SUBDIVISION OF BLOCK 12 IN HARDING'S SUBDIVISION OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ALSO THE EAST AND WEST VACATED ALLEY LYING NORTH OF LOTS 25 TO 29, BOTH INCLUSIVE, AND LYING SOUTH OF LOT 30 AND LYING SOUTH OF THE SOUTH LINE OF SAID LOT 30, EXTENDED TO THE WEST LINE OF THE NORTH AND SOUTH VACATED ALLEY WHICH ALSO ADJOINS SAID LOTS 18 AND 30, ALL IN PHINNEY'S SUBDIVISION OF BLOCK 12 OF FREDERICK HARDING'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

PARCEL 7:

LOTS 1 AND 2 IN PHINNEYS SUBDIVISION OF THE EAST 1/2 OF BLOCK 13 IN FREDERICK HARDING'S SUBDIVISION OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 11, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

16-10-200-024-0000, 16-11-118-007-0000, 16-11-118-008-0000, 16-11-118-009-0000,
16-11-118-010-0000, 16-11-118-011-0000, 16-11-118-012-0000, 16-11-118-013-0000,
16-11-118-014-0000, 16-11-118-015-0000, 16-11-118-016-0000, 16-11-118-035-0000,
16-11-118-036-0000, 16-11-118-037-0000, 16-11-126-001-0000, 16-11-126-003-0000,
16-11-126-004-0000

PROPERTY ADDRESS: 500 North Pulaski, Chicago, Illinois 60624

UNOFFICIAL COPY

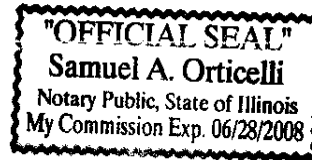
STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

On June 24, 2008, before me, SAMUEL A. ORTICELLI, a Notary Public, personally appeared PHILIP S. MARRONE who proved to me on the basis of satisfactory evidence 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, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Samuel A. Orticelli
 Signature of Notary



(Affix seal here)

UNOFFICIAL COPY

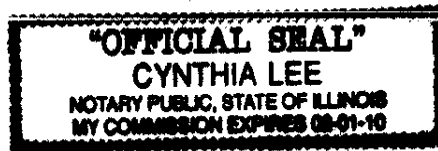
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On June 23, 2008, before me, Cynthia Lee, a Notary Public, personally appeared William T Barry who proved to me on the basis of satisfactory evidence 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, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Cynthia Lee
Signature of Notary



(Affix seal here)

UNOFFICIAL COPY

STATE OF ILLINOIS)
) ss
 COUNTY OF COOK)

On June 25, 2008, before me, Judith A. Azzarello, a Notary Public, personally appeared CALVIN D. BOENDER who proved to me on the basis of satisfactory evidence 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, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Illinois that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Judith A. Azzarello
 Signature of Notary

