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PREPARED BY AND UPON
RECORDATION RETURN TO:
MAYER BROWN LLP
700 LOUISIANA, SUITE 3400
HOUSTON, TEXAS 77002
Attention: Jonathan B. Judkowitz



Doc#: 0820645159 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/24/2008 03:39 PM Pg: 1 of 12

ABOVE SPACE RESERVED FOR COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

This Assignment of Leases and Rents (this "Assignment") is made as of the 21st day of July, 2008, by **HOMAN POWER HOUSE DEVELOPMENT, LLC**, an Illinois limited liability company, having an office at c/o Homan Arthington Management Company, 3517 W. Arthington Street, Chicago, Illinois 60624 ("**Borrower**"), to **CDF SUBALLOCATEE I, LLC**, an Illinois limited liability company, having an office at 121 North LaSalle Street, 10th Floor, Chicago, Illinois 60602 ("**Lender**").

RECITALS:

- A. Borrower is the owner and holder of (a) a fee interest in the real estate described in Exhibit A attached hereto and incorporated herein and the improvements located thereon (collectively, the "**Property**") and (b) the landlord's interest under the Leases (as defined in that certain Mortgage, Security Agreement and Fixture Filing of even date herewith made by Borrower for the benefit of Lender ("**Mortgage**")) (capitalized terms used without definition shall have the meanings ascribed to them in the Mortgage), including, without limitation, the leases described in Exhibit B attached hereto and incorporated herein.
- B. Lender has made loans to the Borrower (collectively, the "**Loan**") evidenced by a Promissory Note of even date herewith made to the order of the Lender in the maximum principal amount of FOURTEEN MILLION SEVEN HUNDRED THOUSAND AND NO/100 DOLLARS (\$14,700,000) (the "**Note**") secured by the Mortgage and the Loan Documents; and
- C. Lender was willing to make the Loan to Borrower only if Borrower assigned the Leases and Rents to Lender in the manner provided below to secure payment of the Obligations.

IN CONSIDERATION of the principal sum of the Note and other good and valuable consideration, and in order to further secure payment of the Obligations, and as an essential an integral part of the security therefor, the receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

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1. Assignment. Borrower irrevocably, absolutely and unconditionally grants, assigns, transfers, and sets over to Lender, its successors and assigns, all of the right, title, interest, and estate that Borrower may now or later have in, to and under (a) the Leases, including, without limitation, the Master Lease (as defined in Exhibit B) and all other leases described in Exhibit B, and all guaranties thereof, now or hereafter entered into, and all deposits, liens, security interests, and other collateral given, pledged, or assigned to Borrower as security for the obligations of the Master Tenant (as defined in Exhibit B) under the Master Lease; (b) the Rents; (c) all proceeds from the cancellation, surrender, sale or other disposition of the Leases; (d) the right to collect and receive all the Rents; and (e) the right to enforce and exercise, whether at law or in equity or by any other means, all terms and conditions of the Leases. This Assignment is intended by Borrower and Lender to constitute a present, absolute assignment and not a collateral assignment for additional security only and is made to provide a source of future payment of the Note and the other Obligations. Upon full payment and satisfaction of the Obligations and written request by Borrower, Lender shall transfer, set over, and assign to Borrower all right, title, and interest of Lender in, to, and under the Leases and the Rents.

2. Borrower's License. Until an Event of Default occurs, Borrower shall have a revocable license ("License") from Lender to exercise all rights extended to the landlord under the Leases. Borrower shall hold the Rents, or an amount sufficient to discharge all current sums due on the Obligations, in trust for use in the payment of the Obligations. Upon an Event of Default, whether or not legal proceedings have commenced and without regard to waste, adequacy of security for the Obligations or the solvency of Borrower, the License shall automatically terminate without notice or any other action by Lender (any such notice being expressly waived by Borrower; provided, however that if Lender has accepted the cure of such Event of Default by specific written statement from Lender to Borrower acknowledging Lender's acceptance of such cure (and Borrower specifically understands and agrees that, except as otherwise specifically required by Applicable Laws, Lender shall have no obligation whatsoever to accept the cure of any Event of Default), the License shall thereafter be automatically reinstated until such time as another Event of Default occurs. Upon such termination, Borrower shall deliver to Lender within ten (10) days of Lender's request therefor (a) all Rents (including prepaid Rents) held or collected by Borrower, (b) all security or other deposits paid pursuant to the Leases and not previously returned or applied as permitted thereunder or by applicable law, and (c) all previously paid charges for services, facilities or escalations to the extent allocable to any period after the Event of Default. Borrower agrees and stipulates that upon execution of this Assignment, Borrower's only interest in the Leases or Rents is as a licensee automatically terminable upon an Event of Default.

3. Lender as Creditor of Tenant. Upon execution of this Assignment, Lender, and not Borrower, shall be the creditor of any Tenant in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Tenant; provided, however, that Borrower shall be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Notwithstanding the foregoing, following the occurrence of an Event of Default (unless Lender has accepted cure of such Event of Default by specific written statement from Lender to Borrower acknowledging Lender's acceptance of such cure, though Borrower specifically understands and agrees that, except as otherwise specifically required by Applicable Laws, Lender shall have no obligation whatsoever to accept the cure of any Event of Default), Lender shall have the right, but not the obligation, to file such claims instead of Borrower and if Lender does file a claim, Borrower agrees that, following an Event of Default (unless Lender has accepted cure of such Event of Default by specific written statement from Lender to Borrower acknowledging Lender's acceptance of such cure, though Borrower specifically understands and agrees that, except as otherwise specifically required by Applicable Laws, Lender shall have no obligation whatsoever to accept the cure of any Event of Default), Lender (a) is entitled to all distributions on such claim to the exclusion of Borrower and (b) has the exclusive right to vote such claim and otherwise to participate in the administration of the estate in connection with such claim. Lender shall have the option to apply any monies received by it as such creditor to the Obligations in the order set forth in the Loan Documents. If a petition is filed under the Bankruptcy Code by or against Borrower, and Borrower, as

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landlord under any Lease, decides to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender at least ten (10) days' prior written notice of the date when Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender may, but shall not be obligated to, send Borrower within such ten-day period a written notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender sends such notice, Borrower shall not reject the Lease provided Lender complies with clause (ii) of the preceding sentence.

4. Notice to Tenant of an Event of Default. Upon demand and notice of an Event of Default by Borrower sent by Lender to the Tenants (in each case, a "**Rent Direction Letter**"), Borrower hereby irrevocably authorizes each Tenant to (a) pay all Rents to Lender and (b) rely upon any such Rent Direction Letter from Lender without any obligation to inquire as to the actual existence of the Event of Default notwithstanding any claim of Borrower to the contrary. Borrower shall have no claim against any Tenant for any Rents paid by Tenant to Lender pursuant to any Rent Direction Letter in accordance with Lender's rights hereunder. In no event will this Assignment reduce the indebtedness evidenced by the Note or otherwise secured by the Mortgage, except to the extent, if any, that Rents are actually received by Lender and applied upon or after said receipt to such indebtedness. Without impairing its rights hereunder, Lender may, at its option, at any time and from time to time, release to Borrower Rents so received by Lender or any part thereof. As between Borrower and Lender, and any person claiming through or under Borrower, other than any Tenant who has not received a notice of default pursuant to this Paragraph, this Assignment is intended to be absolute, unconditional and presently effective and the provisions of this Paragraph for notification of Tenants upon the occurrence of an Event of Default are intended solely for the benefit of each such Tenant and shall never inure to the benefit of Borrower or any person claiming through or under Borrower, other than a Tenant who has not received such notice. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Paragraph. At any time during which Borrower is receiving Rents directly from Tenants, Borrower shall seek to enforce the rights of landlord under the Leases in a manner consistent with Borrower's normal and customary practices. In the event Borrower fails to take such action, or at any time following an Event of Default (unless Lender has accepted cure of such Event of Default by specific written statement from Lender to Borrower acknowledging Lender's acceptance of such cure, and Borrower specifically understands and agrees that, except as otherwise specifically required by Applicable Laws, Lender shall have no obligation whatsoever to accept the cure of any Event of Default), Lender shall have the right (but shall be under no duty) to demand, collect and sue for, in its own name or in the name of Borrower, all Rents due and payable under the Leases, as they become due and payable, including Rents which are past due and unpaid. Upon the acceptance of cure of an Event of Default such that no other Event of Default is then occurring and the License has been reinstated by Lender, Lender will direct Tenant to pay rent directly to Borrower.

5. Indemnification of Lender. Borrower hereby agrees to indemnify and hold Lender harmless from any and all claims, suits, liabilities (including strict liabilities), actions, proceedings, obligations, debts, damages, losses, Costs, expenses, fines, penalties, charges, fees, judgments, awards, and amounts paid in settlement of whatever kind including reasonable attorneys' fees and all other costs of defense (collectively, "**Losses**") that Lender may incur by reason of this Assignment, except for Losses incurred as a direct result of the gross negligence, willful misconduct, illegal act, breach of an obligation expressly stated in a Loan Document or fraud of Lender. Nothing in this Assignment shall be construed to bind Lender to the performance of any obligations of landlord under the Leases or to otherwise impose any liability on Lender including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Tenant 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 premises. This Assignment imposes no liability upon Lender for the operation and maintenance of the Property or for carrying out the terms of any Lease before Lender has entered and taken actual possession and complete control of all operations of the Property.

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Any Losses incurred by Lender, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall, at Lender's request, be reimbursed by Borrower, except for Losses incurred as a direct result of the gross negligence, willful misconduct, illegal act, breach of an obligation expressly stated in a Loan Document or fraud of Lender. Such reimbursement shall include interest at the Default Rate if such reimbursement is not paid on demand and the cost of Lender's exercise, enforcement, compromise, defense, litigation, or settlement of any of Lender's rights or remedies hereunder (collectively, "Costs"). Lender may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such items. Lender shall not, by reason of this Assignment or the exercise of its rights or remedies hereunder, (a) be obligated to perform or discharge, or be liable or responsible for, any obligation, duty or liability of Borrower under the Leases; or (b) be liable for any failure to let the Property, or any part thereof, or any failure to collect, or any failure to exercise diligence in collecting, Rents under the Leases; or (c) be accountable or liable or responsible for Rents or security deposits or any other amount under the Leases except for that actually received by Lender; or (d) be obligated to take any action under or with respect to the Leases or the Property or to incur any expense with respect to the Leases or the Property; or (e) be obligated to appear in or defend any action or proceeding relating to the Leases or the Property; or (f) be, or be construed to be, a mortgagee in possession of the Property or any part thereof; or (g) be liable in any way for any injury or damage to person or property sustained by any person in or about the Property; or (h) be responsible or liable for the control, care, management or repair of the Property or any waste committed on the Property by the tenants or any other parties or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss, injury or death to any tenant, licensee, employee, or stranger. Borrower hereby agrees to indemnify and hold Lender harmless from and against, and reimburse Lender for, all claims, demands, liabilities, losses, damages, causes of action, judgments, penalties, costs, and expenses (including without limitation, reasonable attorney's fees) which may be imposed upon, asserted against or incurred or paid by Lender by reason of this Assignment or the exercise of its rights or remedies hereunder or by reason of any of the matters described above. For purposes of this Paragraph, the term "Lender" shall include the members, managers, directors, officers, partners, employees and agents of Lender and any persons or entities owned or controlled by, owning or controlling, or under common control or affiliated with Lender. THE RELEASES AND INDEMNITIES CONTAINED IN THIS PARAGRAPH SHALL INCLUDE CLAIMS, DEMANDS, LIABILITIES, LOSSES, DAMAGES, CAUSES OF ACTION, JUDGMENTS, PENALTIES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEY'S FEES) RESULTING FROM THE NEGLIGENCE OF LENDER OR ANY STRICT LIABILITY, BUT NOT THOSE DIRECTLY RESULTING FROM THE GROSS NEGLIGENCE, WILLFUL MISCONDUCT, ILLEGAL ACT, BREACH OF AN AGREEMENT EXPRESSLY STATED IN A DOCUMENT OR FRAUD OF LENDER. The foregoing releases and indemnities shall not terminate upon release or other termination of this Assignment. Any amount to be paid under this Paragraph by Borrower to Lender shall be a demand obligation owing by Borrower to Lender, shall bear interest from the date such amount becomes due on demand until paid at the Default Rate and shall be secured by the Mortgage and by any other instrument securing the Note.

6. **Representations and Warranties.** Borrower represents and warrants that (a) Borrower is the absolute owner of the lessor's interest in the Leases, (b) Borrower has the right, power and authority to assign, transfer, and set over all of its right, title and interest in, to and under the Leases and Rents and no other person (other than the respective Tenants) has any right, title or interest therein, (c) the Leases are valid and in full force and effect and have not been modified, amended or terminated, nor have any of the terms and conditions of the Leases been waived by Borrower, except as stated in the Leases, (d) there are no outstanding leasing commissions due under the Leases from Borrower for the initial term or for any extensions, renewals or expansions, (e) to Borrower's actual knowledge, except as disclosed to Lender in writing, there are no existing defaults or any state of facts which, with the giving of notice and/or passage of time, would constitute a default under the Leases by either party, (f) to Borrower's actual knowledge, no Tenant has any defense, set-off or counterclaim against Borrower, (g) to Borrower's actual knowledge, each Tenant is in possession and paying

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rent and other charges as provided in its Lease, (h) no Rents have been or will later be anticipated, discounted, released, waived, compromised or otherwise discharged, except as may be expressly permitted by the Lease or in connection with Borrower's normal and customary business practice in the exercise of Borrower's prudent business judgment, (i) to Borrower's actual knowledge, except as specified in the Leases, there are no (i) unextinguished rent concessions, abatements or other inducements relating to the Leases, (ii) options or other rights to acquire any interest in the Property in favor of any Tenant, or (iii) options or other rights (whether in the form of expansion rights, purchase rights, rights of first refusal to lease or purchase, or otherwise) relating to property which is not part of the Property and/or would require Borrower and/or Lender to possess or control any property (other than the Property) to honor such rights, and (j) as of the date hereof, there are no Leases of the Property by Borrower other than the Master Lease.

7. Leasing Restrictions.

(a) Without Lender's prior written consent, Borrower shall not, and shall not permit Master Tenant under the Master Lease to, (1) enter into, amend or modify any Lease, (2) extend or renew (except in accordance with mandatory actions by the lessor under the existing Lease provisions, if any) any Lease, (3) terminate or accept the surrender of any Lease or any guaranties under any Lease, (4) accept any prepayment of rent, termination fee, or any similar payment under any Lease (except in accordance with mandatory actions by the lessor under the existing Lease provisions, if any), (5) waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any tenant from any of its obligations under the Leases, or (6) enter into any settlement of any action or proceeding arising under, or in any manner connected with, the Leases or with the obligations of the landlord or the tenants thereunder; provided, that Lender agrees not to unreasonably withhold or delay its consent to the actions referred to in clauses (1), (2), (5) and (6) above.

(b) Without Lender's consent, Borrower shall not, and shall not permit Master Tenant under the Master Lease to, enter into any Lease that (i) allows the use of hazardous materials (except routine office, cleaning, janitorial and other similar materials and supplies necessary to operate the Property (or any portion thereof) for its current or intended use and that are in compliance with Environmental Laws (as defined in the Loan Agreement)) on the Property or requires the lessor thereunder to indemnify the lessee against the presence or use of hazardous materials on, in, or about the Property, (ii) includes purchase options or rights of first refusal to purchase, or (iii) includes construction obligations (including the construction, redevelopment, renovation, fixturing, and equipping of the Property as described in the Loan Documents), unless such provisions would not be applicable to Lender's acquisition of the Property by foreclosure, deed in lieu of foreclosure or otherwise and would be extinguished by foreclosure or similar transfer of the Property.

(c) At all times during the term of the Loan, the Property shall be operated as a charter school with ancillary community spaces or such other use as Lender may approve in its sole discretion.

(d) Borrower shall cause the Master Tenant under the Master Lease to cause all Leases (or other documents with such tenants) entered into by Master Tenant to include provisions that no termination of the Master Lease shall cause a termination of such tenant's Lease, that upon any such termination, such Lease shall automatically be deemed a direct lease with the Borrower, and that the tenant will recognize and attorn to the Borrower (and to any successor in interest to the Borrower, including any mortgagees or beneficiaries under a deed of trust, from time to time), in accordance with provisions, whether in the such tenant's Lease or in a subordination, non-disturbance and attornment agreement entered into by such tenant, that have been approved by Lender.

(e) Borrower shall ensure that the Master Lease obligates the Master Tenant to take such actions (or refrain from taking actions) and provide such information and reports, on a prompt and timely basis, as

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shall be necessary to enable Borrower to comply with the provisions of this Agreement and the other Loan Documents.

8. Covenants. Borrower shall not, and Borrower shall enforce the obligation of the Master Tenant under the Master Lease not to, except with the prior written consent of Lender in each instance, (a) sell, assign, pledge, mortgage or otherwise transfer or encumber (except hereby) any of the Leases, Rents or any right, title or interest of Borrower therein; (b) accept prepayments of any Rents for a period of more than one (1) month in advance of the due dates thereof; (c) in any manner intentionally or materially impair the value of the Property or the benefits to Lender of this Assignment; (d) except in connection with Borrower's normal and customary business practices in the exercise of Borrower's prudent business judgment or as otherwise permitted in this Assignment, waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Tenant from any of its obligations under the Leases; (e) except in connection with Borrower's normal and customary business practices in the exercise of Borrower's prudent business judgment or as otherwise permitted hereby, enter into any settlement of any action or proceeding arising under, or in any manner connected with the Leases or with the obligations of the landlord or the Tenants thereunder; or (f) except in connection with Borrower's normal and customary business practices in the exercise of Borrower's prudent business judgment or as otherwise permitted in this Assignment, modify, cancel or terminate any guaranties under any Lease. Borrower shall, at its sole cost and expense, duly and timely keep, observe, perform, comply with and discharge all of the material obligations of the landlord under the Leases, or cause the foregoing to be done, and Borrower shall not take any actions that would, either presently or with the passage of time, cause a default by Borrower under any of the Leases. At Borrower's expense, Borrower shall, and shall enforce the obligation of the Master Tenant under the Master Lease to (i) promptly deliver to Lender copies of all notices of default Borrower or Master Tenant, respectively, has sent to any Tenant, (ii) enforce the Leases and all remedies available to Borrower or Master Tenant, respectively, upon any Tenant's default; provided, that Borrower shall not terminate the Master Lease without Lender's prior written consent, (iii) upon Lender's request, deliver to Lender copies of all papers served in connection with any such enforcement proceedings, and (iv) upon Lender's request, consult with Lender, its agents and attorneys with respect to the conduct thereof. Borrower shall not, and shall enforce the obligation of the Master Tenant not to, enter into any settlement of any such proceeding without Lender's prior written consent.

9. No Merger. Each Lease shall remain in full force and effect, notwithstanding any merger of Borrower's and Tenant's interest thereunder.

10. Loan Documents Incorporated. The terms and conditions of the Loan Documents are incorporated into this Assignment as if fully set forth in this Assignment.

11. WAIVER OF TRIAL BY JURY. EACH OF BORROWER AND LENDER HEREBY WAIVES, 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 THE LOAN, THE DOCUMENTS, OR ANY ALLEGED ACTS OR OMISSIONS OF LENDER IN CONNECTION THEREWITH.

12. Governing Law. This Assignment shall be governed by the laws of the State of Illinois. Borrower consents to the jurisdiction of the courts of the State of Illinois. In the event that any provision of this Assignment shall be inconsistent with any of the laws of the State of Illinois, the laws of the State of Illinois shall take precedence over the provisions of this Assignment, but shall not invalidate or render unenforceable any other provisions of this Assignment that can be construed in a manner consistent with the laws of the State of Illinois. If any provision of this Assignment shall grant to Lender any rights or remedies upon any Event of Default by Borrower which are more limited than the rights that would otherwise be vested in Lender under

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the laws of the State of Illinois in the absence of said provision, Lender shall be vested with the rights granted in the laws of the State of Illinois to the full extent permitted by law.

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IN WITNESS WHEREOF, Borrower has duly executed this Assignment the date first above written.

BORROWER:

**HOMAN POWER HOUSE DEVELOPMENT,
LLC, an Illinois limited liability company**

By: Homan Arthington Management Company, an
Illinois corporation, its managing member

By: 

William T. King, Vice President

Property of Cook County Clerk's Office

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Assignment of Leases and Rents

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STATE OF ILLINOIS

COUNTY OF DUPAGE

On JULY 21, 2008, before me personally appeared William T. King, the Vice President of Homan Arthington Management Company, the managing member of Homan Power House Development, LLC, personally known to me (or 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.

WITNESS my hand and official seal.

Signature Laurie Scola

My commission expires: 9/21/2009



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Assignment of Leases and Rents

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Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Parcel 1:

A parcel of land situated in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as Follows:

Beginning at the Southwest Corner of Lot 12 in Block 1 in Henry E. Vance's ReSubdivision of Blocks 1, 2, 3, 4, 5, 6, 7, 8 and Vacated Streets and Alleys in E.A. Cumming's and Company's Central Park Avenue Addition according to the plat thereof recorded December 21st 1904 as Document Number 3635041, also being at the intersection of the East Right of Way line of South Homan Avenue and the North Right of Way line of the B. & O. C.T. Railroad (formally known as The Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said ReSubdivision, also being the North Right of Way line of B. & O. C.T. Railroad, a distance of 580.00 feet; Thence South 00 Degrees 19 Minutes 14 Seconds West, a distance of 31.00 feet, to a point on a line that is 31.00 feet South of, as measured at right angles to, and parallel with, the South line of said ReSubdivision, also being the North Right of Way line of said Railroad; Thence North 89 Degrees 13 Minutes 55 Seconds West, along said parallel line, a distance of 580.00 feet; Thence North 00 Degrees 19 Minutes 14 Seconds East, a distance of 31.00 feet to the Point of Beginning, All in Cook County, Illinois.

Parcel 2:

Lot 1 in Charles H. Shaw's Subdivision, being a ReSubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as document 0011178258, in Cook County, Illinois.

Except that portion of the land described as follows:

All the part of Lot 1 lying East of, and adjoining, the East line of Lot 2, and the Southerly extension of said East line, all in Charles H. Shaw's Subdivision, being a Resubdivision of part of the Southeast Quarter of Section 14, Township 39 North, Range 13, East of the Third Principal Meridian, according to the plat thereof recorded December 12, 2001 as Document Number 0011178258, in Cook County, Illinois

Parcel 3:

Non-Exclusive Easement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation for the benefit of Parcel 2 for pedestrian and vehicular ingress and egress, as created by Declaration of Covenants, Conditions, Restrictions and Easements recorded September 10, 2003 as document 0325327008.

Parcel 4:

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That part of Lots 9, 10, 11 and 12 in Block 1 in Henry E. Vance's ReSubdivision, according to the plat thereof recorded December 21st, 1904 as Document Number 3635041, in the Southeast Quarter of Section 14, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Commencing at the Northwest corner of said Block 1 also being the intersection of the East Right of Way line of South Homan Avenue and the South Right of Way line of Arthington Street; Thence South 00 Degrees 19 Minutes 24 Seconds West along the West line of said Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 175.81 feet to the Point of Beginning; Thence continuing South 00 Degrees 19 Minutes 24 Seconds West along said West line of Block 1, also being said East Right of Way line of South Homan Avenue, a distance of 161.79 feet to the Southwest corner of said Block 1 also being the North line of the B. & O. C.T. Railroad (formerly the Chicago and Great Western Railroad); Thence South 89 Degrees 13 Minutes 55 Seconds East along the South line of said Block 1, also being said North line of the B. & O. C.T. Railroad, a distance of 307.82 feet; Thence North 00 Degrees 40 Minutes 33 Seconds East, a distance of 157.20 feet to a point on the Southerly face of a one story brick building as said brick building existed on September 15, 1997; Thence North 89 Degrees, 40 Minutes 36 Seconds West along said Southerly building face and the Westerly extension thereof, a distance of 16.25 feet; Thence North 00 Degrees 19 Minutes 24 Seconds East, a distance of 14.32 feet; Thence North 89 Degrees 40 Minutes 36 Seconds West, a distance of 50.54 feet; Thence South 00 Degrees 19 Minutes 24 Seconds West, a distance of 18.34 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 140.09 feet; Thence North 00 Degrees 46 Minutes 01 Seconds East, a distance of 9.13 feet; Thence North 89 Degrees 13 Minutes 59 Seconds West, a distance of 101.98 feet to said Point of Beginning, all in Cook County, Illinois.

Parcel 5:

Easement for the benefit of Parcel 4 as created by Cross-Easement Agreement made by The Homan-Arthington Foundation, an Illinois not-for-profit corporation and Sterling Park Development, L.L.C., an Illinois limited liability company, recorded October 21, 2004 as document 0429516160 for the purpose of vehicular and pedestrian access, ingress and egress.

Property Identification Numbers: 16-14-416-014
16-14-417-010
16-14-501-005

Commonly Known As: 931 South Homan Avenue, Chicago, Illinois 60624

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Exhibit B

DESCRIPTION OF LEASES

All leases, subleases, lettings and licenses of or affecting the Property, under which Borrower is the landlord or sublandlord, now or hereafter in effect, and all amendments, extensions, modifications, replacements or revenues thereof, including, but not limited to, the following:

1. Master Lease, dated effective as of July 21, 2008, between Borrower, as landlord, and Homan Power House Master Tenant, LLC ("Master Tenant"), as tenant, with respect to the entire Property ("Master Lease").
2. Sublease, dated effective as of July 21, 2008, between Master Tenant, as sublandlord, and Henry Ford Academies of Illinois, NFP, as subtenant, with respect to the entire Property ("Sublease").