

# UNOFFICIAL COPY

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PREPARED BY AND WHEN RECORDED MAIL TO:

Solomon and Weinberg LLP  
70 East 55th Street  
New York, New York 10022  
Attention: Gary S. Kleinman, Esq.

TAX NUMBERS:

Initial Property:

09-33-401-020-0000 (Parcel 5)  
09-33-401-023-0000 (Parcel 3)  
09-33-401-024-0000 (Parcel 4)  
09-33-401-025-0000 (Parcel 2)  
09-33-401-026-0000 (Parcel 1)

Additional Property:

09-33-401-021-0000 (Parcel 6)

COMMON ADDRESSES:

O'Hare Lake Office Plaza  
East Devon Avenue  
Des Plaines, Illinois



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8653/0219 04 001 Page 1 of 8  
1999-10-28 15:17:53  
Cook County Recorder 35.00

RECORDER'S STAMP

ABSOLUTE ASSIGNMENT OF LEASES AND RENTS

SPREADER AGREEMENT

D17720030

JBY

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BMR

THIS ABSOLUTE ASSIGNMENT OF LEASES AND RENTS SPREADER AGREEMENT (this "Agreement"), is made as of October 15, 1999, by and between FLATROCK PARTNERS II, L.P., a Delaware limited partnership, having an office at 555 Fifth Avenue, Fifth Floor, New York, New York 10017 ("Assignor") and CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company, having an office at 11 Madison Avenue, New York, New York 10010 ("Assignee").

WITNESSETH:

WHEREAS, as of May 11, 1998, Assignor made a certain loan to Assignee in the original principal amount of \$42,450,860.00 (the "Loan"), which Loan is evidenced by a certain promissory note, dated as of May 11, 1998 (the "Note"), and secured by, among other things, that certain Absolute Assignment of Leases and Rents, dated as of May 11, 1998, made by Assignor in favor of Assignee and recorded on May 14, 1998 in the office of the County Clerk of the County of Cook as Document Number 98398121 (the "Assignment of Leases and Rents"); and

WHEREAS, the Assignment of Leases and Rents presently constitutes a valid security interest on the collateral described in the Assignment of Leases and Rents (the "Collateral"), which Collateral relates to Assignor's fee simple estate in and to certain real properties, fixtures and improvements located in Cook County, Illinois and more particularly described on Exhibit A attached hereto and made a part hereof (collectively, the "Initial Property"); and

**BOX 333-C71**

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WHEREAS, Assignor has recently become the fee simple owner of certain additional real property located in Cook County, Illinois and more particularly described on Exhibit B attached hereto and made a part hereof (the "Additional Property"), which Additional Property is contiguous to, and integral to the use and enjoyment of, the Initial Property; and

WHEREAS, Assignor and Assignee have agreed to spread the lien of the Assignment of Leases and Rents to encumber the Additional Property.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises and agreements contained herein, the parties hereto covenant and agree as follows:

1. (a) The lien of the Assignment of Leases and Rents is hereby spread to encumber the Additional Property, (b) the Assignment of Leases and Rents is hereby modified by adding to the property encumbered thereby, the Additional Property and (c) all provisions of the Assignment of Leases and Rents, shall be and are hereby made applicable to the Additional Property with the same force and effect as if the Additional Property had originally been described in the Assignment of Leases and Rents.

2. The parties hereto certify that this Agreement secures the same indebtedness evidenced by the Note, and secured by the Assignment of Leases and Rents, as spread and modified hereby, and secures no further indebtedness or obligation.

3. Assignor hereby represents, warrants, covenants to and agrees with Assignee that Assignor has no defenses, deductions, counterclaims or offsets with respect to its obligation for the payment of the indebtedness evidenced by the Note, and secured by the Assignment of Leases and Rents.

4. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, and all of which, when taken together, shall constitute but one instrument.

[NO FURTHER TEXT ON THIS PAGE]

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IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto as of the day and year first above-written.

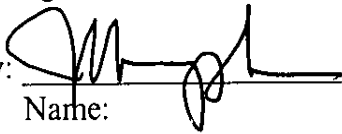
**ASSIGNOR:**

FLATROCK PARTNERS II, L.P.,  
a Delaware limited partnership

By: OLP Partners, L.L.C.,  
a New York limited liability company,  
General Partner

By: Rockwood Realty Associates, L.L.C.,  
a New York limited liability company,  
Sole Member

By: Rockwood Realty Associates, Inc.,  
a Florida corporation,  
Manager

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ASSIGNEE:**

CREDIT SUISSE FIRST BOSTON  
MORTGAGE CAPITAL LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Property of Cook County Clerk's Office

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# UNOFFICIAL COPY

IN WITNESS WHEREOF, this Agreement has been executed by each of the parties hereto as of the day and year first above-written.

**ASSIGNOR:**

FLATROCK PARTNERS II, L.P.,  
a Delaware limited partnership

By: OLP Partners, L.L.C.,  
a New York limited liability company,  
General Partner

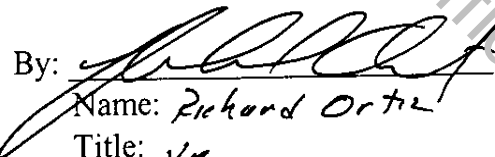
By: Rockwood Realty Associates, L.L.C.,  
a New York limited liability company,  
Sole Member

By: Rockwood Realty Associates, Inc.,  
a Florida corporation,  
Manager

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE:**

CREDIT SUISSE FIRST BOSTON  
MORTGAGE CAPITAL LLC,  
a Delaware limited liability company

By:   
Name: Richard Ortiz  
Title: VP

Property of Cook County Clerk's Office


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## ACKNOWLEDGMENT

STATE OF NEW YORK            )  
   )  
 COUNTY OF NEW YORK        )            ss.:

On the 15 day of October in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Joseph M. Morone, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
 \_\_\_\_\_  
 Notary Public (SEAL)

**ELLEN BURKE**  
 Notary Public, State of New York  
 No. 60-4801589  
 Qualified in Westchester County  
 Commission Expires November 30, 1999

STATE OF NEW YORK            )  
   )  
 COUNTY OF NEW YORK        )            ss.:

On the \_\_\_\_ day of October in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public (SEAL)

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## ACKNOWLEDGMENT

STATE OF NEW YORK        )  
   )  
 COUNTY OF NEW YORK     )            ss.:

On the \_\_\_\_ day of October in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

\_\_\_\_\_  
 Notary Public (SEAL)

STATE OF NEW YORK        )  
   )  
 COUNTY OF NEW YORK     )            ss.:

On the 8 day of October in the year 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Richard Cortez, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

*Alice Russell*  
 \_\_\_\_\_  
 Notary Public (SEAL)  
**ALICE RUSSELL**  
**Notary Public, State of New York**  
**No. 01RU5081837**  
**Qualified in Kings County**  
**Commission Expires July 14, 2001**

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EXHIBIT A  
**UNOFFICIAL COPY**

PARCEL 1:

THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET AND THE WEST 275.0 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUTH 700.0 FEET OF THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY (EXCEPT THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET THEREOF AND EXCEPT THE WEST 716.45 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE SOUTH 1820.0 FEET, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE WEST 488.0 FEET OF THE SOUTH 550.0 FEET; EXCEPT THE WEST 275.0 FEET OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET AND EXCEPT THAT PART LYING EAST OF A LINE DRAWN SOUTH FROM A POINT ON THE NORTH LINE OF THE SOUTH 1820.0 FEET, SAID POINT, BEING 430.38 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO A POINT ON THE NORTH LINE OF THE SOUTH 550.0 FEET, SAID POINT BEING 488.0 FEET EAST OF THE WEST LINE OF THE SAID EAST 1/2 OF THE SOUTHEAST 1/4), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF THE SOUTH 1820.0 FEET, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY, OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 550.0 FEET THEREOF; EXCEPT THAT PART OF THE NORTH 150.0 FEET OF THE SOUTH 700.0 FEET LYING EAST OF THE WEST 716.45 FEET THEREOF AND EXCEPT THAT PART LYING WEST OF A LINE DRAWN SOUTH FROM A POINT ON THE NORTH LINE OF SAID SOUTH 1820.0 FEET, SAID POINT BEING 430.38 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4, TO A POINT ON THE NORTH LINE OF THE SOUTH 550.0 FEET THEREOF, SAID POINT BEING 488.0 FEET EAST OF THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHEAST 1/4), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4, LYING WEST OF THE ILLINOIS STATE TOLL HIGHWAY OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 1820.0 FEET THEREOF; EXCEPT THE NORTH 52.14 FEET THEREOF AND EXCEPT THE WEST 50.0 FEET OF THE SOUTH 352.98 FEET OF THE NORTH 405.12 FEET THEREOF), IN COOK COUNTY, ILLINOIS.

2200-2400 Devon Avenue  
Des Plaines

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EXHIBIT B

## LEGAL DESCRIPTION OF PARCEL 6

THE WEST 50 FEET OF THE NORTH 352.08 FEET OF LOT 2 IN ASSESSOR'S DIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. NUMBER: 09-33-401-021-0000

Property of Cook County Clerk's Office

09016824

mail to prepared by  
Solomon Weinberg.  
70 E. 55<sup>th</sup> St.  
Ny Ny 10022  
Andrew Pettersen