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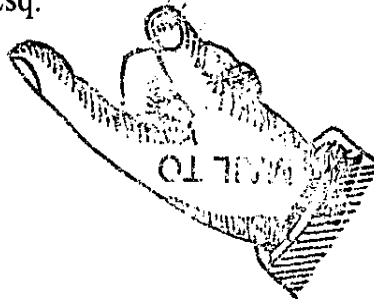
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RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:



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Heller, Ehrman, White & McAuliffe  
333 Bush Street  
San Francisco, CA 94104  
Attention: Carl B. Johnson, Esq.



LOAN NO. 99209

**ASSIGNMENT OF LEASES AND RENTS**

**BY THIS ASSIGNMENT OF LEASES AND RENTS** (this "Assignment") made as of December 15, 1999, **D.A. HEENAN AND C.R. CHURCHILL, THE DULY APPOINTED TRUSTEES QUALIFIED AND ACTING UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED** ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby absolutely presently and irrevocably assign, transfer and set over unto **MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY**, a corporation organized under the laws of the Commonwealth of Massachusetts ("Assignee"), with its principal place of business in the City of Springfield, County of Hampden, and Commonwealth of Massachusetts, the following:

A. All of the right, title and interest of Assignor in and to those certain leases affecting all or a portion of the real property more particularly described on Exhibit A hereto (the "Premises") which leases are listed on Exhibit B hereto, and all other and future leases of the Premises, and all modifications, renewals, and extensions of the leases listed on Exhibit B and of other and future leases, and guarantees, if any, of the lessee's obligations under said leases listed on Exhibit B and under other and future leases. Each of said leases and other and future leases and all modifications, renewals and extensions and guarantees, if any, relating thereto are hereinafter collectively referred to as the "Leases"; and

B. All rents, issues, income, proceeds and profits arising from the Leases and from the use and occupation of the Premises, including, without limitation, all fixed and additional rents and revenues, cancellation payments, and all sums due and payments made under any guarantee of any of the Leases or any obligations thereunder (collectively "Rents").

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C. All rights, powers, privileges, options and other benefits of Assignor under the Leases, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents, including the right to make such claim in a proceeding under the Bankruptcy Code (hereinbelow defined), and the right to apply the same to the payment of the Debt (hereinbelow defined).

**THIS ASSIGNMENT** is an absolute, present and irrevocable assignment and is made for the purpose of securing:

A. The payment of all sums and indebtedness now or hereafter due under that certain Promissory Note of even date herewith and any amendments, extensions or renewals thereof agreed to in writing by Assignor and Assignee (the Promissory Note, together with all amendments, extensions or renewals thereof, is hereinafter referred to as the "Note") in the original principal sum of **SIXTEEN MILLION FIFTY THOUSAND DOLLARS** (\$16,050,000) made by Assignor to Assignee, which Note is also secured by a Mortgage and Security Agreement of even date herewith (the Mortgage and Security Agreement together with all amendments, extensions or renewals thereof, is hereinafter called the "Mortgage"), and intended to be duly recorded.

B. The performance and discharge of each and every obligation, covenant and agreement of Assignor under this Assignment, the Note, the Mortgage and any other instruments securing the Note (collectively the "Loan Documents").

C. The payment of all sums now and hereafter becoming due and payable under the Loan Documents (hereinafter the "Debt").

**THIS ASSIGNMENT** is made on the following covenants, terms and conditions:

**SECTION 1. ASSIGNOR'S COVENANTS AND WARRANTIES**

Assignor hereby covenants and warrants to Assignee as follows:

(a) Assignor has not executed any prior assignment of the Leases or Rents, nor has it performed any act or executed any other instrument which might prevent Assignor from fulfilling any of the terms and conditions of this Assignment or which might prevent Assignee from operating under any of the terms and conditions of this Assignment or which would limit Assignee in such operation;

(b) Assignor has not executed or granted any modification whatsoever of any of the Leases, except as indicated on Exhibit B; to Assignor's knowledge, the Leases are in full force and effect; and, to Assignor's knowledge, there are no

defaults now existing under the Leases, or any conditions which, after notice, passage of time, or both would constitute defaults;

(c) Assignor will observe and perform all the obligations imposed upon the lessor under any Leases and, except as specifically permitted without Assignee's consent in accordance with the terms of the Mortgage, will not do or permit to be done anything to impair the lessor's rights under any of the Leases (provided, however, that, except as otherwise provided in the Mortgage, in the event of default thereunder by any lessee, Assignor may exercise all of its rights under the applicable Lease or at law);

(d) Assignor will not collect any of the rents, issues, income, proceeds and profits arising or accruing under the Leases or from the Premises more than one month in advance of the time when the same shall become due under the Leases (except that Assignor shall have the right to receive security deposits, as described in the applicable Leases) nor execute any other assignment of the Leases or assignment of rents, issues, income, proceeds or profits with respect to the Premises; and

(e) Except with the prior written consent of the Assignee or as specifically permitted without Assignee's consent in accordance with the terms of the Mortgage, Assignor will not alter or modify the terms of the Leases, give any consent or exercise any option required or permitted by such terms, accept a surrender thereof, or consent to any assignment of or subletting under the Leases.

## **SECTION 2. ABSOLUTE ASSIGNMENT OF LEASE(S)**

Assignor and Assignee intend that this Assignment constitute a present, irrevocable and absolute assignment of the Leases and Rents, and not an assignment for additional security only. Subject to the terms of this Section 2, Assignee grants to Assignor a revocable license ("License") to collect and receive the Rents. Assignor hereby agrees that Assignee may authorize and direct the lessees named in the Leases, and any other occupants of the Premises, and all Lease guarantors, to pay over to Assignee or such other party as Assignee may direct, all Rents, upon receipt from Assignee of written notice to the effect that an Event of Default (defined below) exists, and to continue to do so until the lessees are otherwise notified by Assignee or until the Event of Default is cured, whichever occurs first. Assignee shall use its reasonable efforts to provide Assignor with a copy of any such notice given by Assignee to the lessees named in the Leases.

## **SECTION 3. REVOCATION OF LICENSE**

Upon or at any time after the occurrence of a default by Assignor under this Assignment (subject to applicable notice and cure rights) or an Event of Default as

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defined in the Note or Mortgage (collectively, an "Event of Default"), Assignee, upon not less than ten (10) days' prior written notice to Assignor, shall have the right to revoke the License granted to Assignor in Section 2 of this Assignment, and Assignee shall immediately be entitled to receipt and possession of all Rents, whether or not Assignee enters upon or takes control of the Premises.

Upon written demand by Assignee on Assignor following the occurrence of an Event of Default, Assignor shall immediately deliver to Assignee all Rents in the possession of Assignor or its agents, and shall cooperate in instructing Assignor's agents and the lessees under the Leases and all others in possession of the Premises or any portion thereof to pay directly to Assignee all Rents.

Upon and during the continuance of a revocation of the License as provided above, Assignee may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, or by a receiver appointed by a court, with or without bringing any action or proceeding, but subject to applicable law, dispossess Assignor and its agents and servants from the Premises, without liability for trespass, damages or otherwise (provided Assignee does not act with gross negligence, willful misconduct or bad faith), and exclude Assignor and its agents from the Premises.

Upon and during the continuance of a revocation of the License as provided above, Assignee may also take possession of the Premises subject to the Leases and the provisions thereof and applicable law, and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Premises on such terms and for such period of time as Assignee may deem proper and consistent with applicable law. In addition, and with or without taking possession of the Premises, Assignee, in its own name, may demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid and may apply any Rents collected in such order of priority as Assignee in its sole discretion deems appropriate, to the payment of:

- (a) all reasonable and actually incurred expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other persons or entities as Assignee may deem necessary or desirable, and all reasonable and actually incurred expenses of operating and maintaining the Premises, including, without limitation, all taxes, claims, assessments, ground rents, water rents, sewer rents and any other liens or charges, and premiums for all insurance which Assignee may deem necessary or desirable, and the reasonable and actually incurred cost of all alterations, renovations, repairs or replacements, and all reasonable and actually incurred expenses incident to taking and retaining possession of the Premises;
- (b) the Debt; and

(c) all reasonable and actually incurred costs and attorneys' fees incurred in connection with the enforcement of this Assignment and any of the Loan Documents.

#### **SECTION 4. NO LIABILITY OF ASSIGNEE**

This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions, or provisions contained in any Lease, or otherwise impose any obligation upon Assignee, except as otherwise provided in this Assignment. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to lease the Premises after an Event of Default, or from any other act or omission of Assignee either in collecting the Rents, or if Assignee shall have taken possession of the Premises, in managing the Premises after an Event of Default, unless such loss is caused by the gross negligence, willful misconduct or bad faith of Assignee.

#### **SECTION 5. NO MORTGAGEE IN POSSESSION**

In the absence of taking of actual possession of the Premises by Assignee, in its own right and person, Assignee (i) shall not be deemed a mortgagee in possession, (ii) shall not be responsible for the payment of any taxes or assessments with respect to the Premises, except to the extent provided in Section 2.7 of the Mortgage, (iii) shall not be liable to perform any obligation of the lessor under any Leases or under applicable law, (iv) shall not be liable to any person for any dangerous or defective condition in the Premises nor for any negligence in the management, upkeep, repair, or control of the said Premises resulting in loss or injury or death to any person, and (v) shall not be liable in any manner for the remediation of any environmental impairment.

#### **SECTION 6. BANKRUPTCY**

Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding, relating to any Leases in a proceeding under the bankruptcy laws of the United States ("Bankruptcy Code") including, without limitation, the right to file and prosecute, all to the exclusion of Assignor, but with reasonable cooperation with Assignor, any proofs of claim, complaints, motions, applications, notices and other documents.

If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Leases, shall determine to reject any Leases pursuant to Section 365(a) of the Bankruptcy Code, the Assignor shall give Assignee not less than ten (10) days' prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Leases. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten-day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate

assurance of future performance under the Leases. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Leases and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.

#### **SECTION 7. INDEMNITY OF ASSIGNEE**

Assignor shall indemnify and defend Assignee for, and hold Assignee harmless from, any and all liability, loss, claim, damage, reasonable and actually incurred cost or expense which may be incurred under the Leases, or under or by reason of this Assignment, and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings under any of the Leases, except in the event of Assignee's gross negligence, willful misconduct or bad faith.

If Assignee shall incur any such liability under the Leases or under or by reason of this Assignment or in defense of any such claims or demands, the amount thereof, including reasonable and actually incurred costs, expenses and attorneys' fees, shall be secured by the Mortgage and Assignor shall reimburse Assignee therefor, within ten (10) days following written demand, and upon the failure of Assignor so to do, Assignee, at its option, may declare all sums secured by the Mortgage immediately due and payable.

#### **SECTION 8. NO WAIVER OF RIGHTS BY ASSIGNEE**

Nothing contained in this Assignment and no act done or omitted by Assignee or Assignor pursuant to the powers and rights granted such party hereunder shall be deemed to be a waiver by Assignee or Assignor, as applicable, of any of its rights and remedies under the Note, Mortgage or any other instrument securing the Note. This Assignment is made and accepted without prejudice to any of such rights and remedies possessed by Assignee to collect the Debt and to enforce the Loan Documents, and such rights and remedies may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is given without prejudice to any rights and remedies possessed by Assignor, and such rights and remedies may be exercised by Assignor either prior to, simultaneously with or subsequent to any action taken by Assignor hereunder.

#### **SECTION 9. RELEASES OF PARTIES AND SECURITY**

Assignee may take or release other security for the payment of the Debt to the extent permitted by the Mortgage, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction of any portion of the Debt without prejudice to any of its rights under this Assignment to the extent permitted by the Mortgage.

**SECTION 10. FUTURE ASSURANCES**

Assignor agrees that it will, from time to time, upon reasonable prior written demand therefor by Assignee, deliver to Assignee an executed counterpart of each and every Lease. Further, Assignor agrees that it will execute, acknowledge and deliver to Assignee such additional assurances and assignments as Assignee may reasonably request covering any and all of the Leases.

**SECTION 11. AMENDMENTS**

This Assignment may not be altered or amended except in a writing, intended for that specific purpose, signed by both Assignor and Assignee.

**SECTION 12. HEADINGS AND CAPTIONS**

The headings and captions of various sections of this Assignment are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

**SECTION 13. NOTICES**

Any notices which are required or permitted to be given under this Assignment shall be given in writing and shall be effective for all purposes if (a) hand-delivered to the party designated below; or (b) sent by registered or certified mail, postage prepaid; or (c) sent by expedited prepaid delivery service, commercial or United States Postal Service, with proof of attempted delivery, addressed in either case as follows:

Address of Assignor

Estate of James Campbell  
1001 Kamokila Boulevard  
Kapolei, Hawaii 96707  
Attention: Director of Finance  
and Accounting

Address of Assignee

Massachusetts Mutual Life  
Insurance Company  
1295 State Street  
Springfield, MA 01111  
Attn: Senior Managing Director  
Real Estate Finance Group

with a copy to:

Estate of James Campbell  
1001 Kamokila Boulevard  
Kapolei, Hawaii 96707  
Attention: Senior Legal Counsel

with a copy to:

Estate of James Campbell  
425 California Street, Suite 1000  
San Francisco, California 94104  
Attention: Director of Mainland Properties

and to:

O'Melveny & Myers LLP  
Embarcadero Center West  
275 Battery Street, 26th Floor  
San Francisco, CA 94111-3305  
Attention: Peter T. Healy, Esq.

or to such other address and person as shall be designated from time to time by Assignor or Assignee, as the case may be, in a written notice to the other given in the manner provided for in this section. The notice shall be deemed to have been given at the time of delivery if hand delivered, or in the case of registered or certified mail, five (5) business days after deposit in the United States mail, or if by expedited prepaid delivery service, upon first attempted delivery on a business day. A party receiving a notice which does not comply with the technical requirements for notice under this section may elect to waive the deficiencies and treat the notice as having been properly given.

#### **SECTION 14. GOVERNING LAW**

This instrument shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois, and, upon the occurrence of an Event of Default, Assignee shall have, in addition to the rights and remedies expressly set forth herein, all rights and remedies available to Assignee as the holder of an assignment of leases, rents, issues and profits in the State of Illinois.

#### **SECTION 15. DISCHARGE**

Until the payment in full of the Debt, this Assignment shall continue in full force and effect, whether or not recorded. Assignor hereby authorizes Assignee to furnish to any person written notice that this Assignment of Leases and Rents remains in effect and agrees that such person may rely upon and shall be bound by such statement to the extent consistent with the terms of this Assignment. Upon payment in full of the Debt and the delivery and recording of a satisfaction or discharge of Mortgage duly executed, this Assignment shall automatically be void and of no effect.



**SECTION 16. SEVERABILITY**

If any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Assignment but this Assignment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**SECTION 17. LIMITATION OF LIABILITY**

Notwithstanding anything in this Assignment or in any other Loan Document to the contrary, the liability of Assignor under this Assignment shall be limited to the extent provided in Section 11 of the Note, all of the provisions of which are hereby incorporated by reference into this Assignment. Assignor's liability under this Assignment shall not be the personal liability of any Trustee, beneficiary or employee of the Estate of James Campbell.

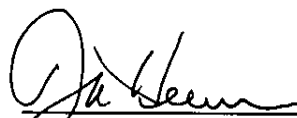
**SECTION 18. ASSIGNMENT**

Assignee shall have the right to assign its rights and obligations under this Assignment to the extent provided, and subject to the limitations contained, in Section 5.12 of the Mortgage.

**IN WITNESS WHEREOF**, the Assignor has duly executed this Assignment as of the date first written above.

ASSIGNOR:

THE DULY APPOINTED TRUSTEES  
QUALIFIED AND ACTING UNDER THE  
WILL AND OF THE ESTATE OF JAMES  
CAMPBELL, DECEASED, acting in their  
fiduciary and not in their individual capacities



\_\_\_\_\_  
D. A. HEENAN



\_\_\_\_\_  
C. R. CHURCHILL

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ARBOR LAKE CENTRE

## EXHIBIT A

### LEGAL DESCRIPTION:

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#### PARCEL 1:

LOT 1 IN ARBORLAKE CENTRE, BEING A SUBDIVISION IN SECTIONS 5 AND 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1985 AS DOCUMENT 27475383, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 7, 1984 AND RECORDED AS DOCUMENT 27021015, AS AMENDED BY AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 27419485 AND BY SECOND AMENDMENT TO GRANT OF EASEMENT RECORDED AS DOCUMENT 88145387:

THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2 (EXCEPT THE EAST 25.0 FEET THEREOF) OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN; ALSO THE SOUTH 47 FEET OF THE NORTH 160 FEET OF THE EAST 5 ACRES (EXCEPT THEREFROM THE WEST 162 FEET OF THE EAST 5 ACRES) OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

A STRIP OF LAND 80 FEET WIDE, EXTENDING 63 FEET SOUTH FROM THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, THE CENTER LINE OF SUCH 80 FOOT WIDE STRIP BEING A LINE PARALLEL TO AND 596.44 FEET WEST OF THE EAST LINE OF THE WEST 1/2 OF LOT 2 OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

AND

THAT PART OF THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD WITH A LINE 103.62 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 5, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 159.50 FEET; THENCE SOUTH 70 DEGREES 46 MINUTES 12 SECONDS EAST 33.18 FEET TO A POINT OF CURVE; THENCE SOUTHERLY ALONG AN ARC OF A CIRCLE CONVEX EASTERLY AND HAVING A RADIUS OF 26.13 FEET FOR A DISTANCE OF 49.64 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF SOUTH 16 DEGREES 21 MINUTES 16 SECONDS EAST); THENCE SOUTH 38 DEGREES 03 MINUTES 41

SECONDS WEST 14.48 FEET TO A LINE 63.0 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID RIGHT OF WAY; THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST ALONG SAID PARALLEL LINE 111.29 FEET; THENCE NORTHEASTERLY ALONG AN ARC OF A CIRCLE CONVEX WESTERLY AND HAVING A RADIUS OF 32.0 FEET FOR A DISTANCE OF 75.69 FEET TO A POINT OF TANGENCY (THE CHORD OF SAID ARC HAVING A BEARING OF NORTH 18 DEGREES 11 MINUTES 00 SECONDS EAST); THENCE NORTH 85 DEGREES 56 MINUTES 19 SECONDS EAST 90.08 FEET TO THE SOUTH RIGHT OF WAY LINE OF COUNTY LINE ROAD, AFORESAID; THENCE NORTH 89 DEGREES 49 MINUTES 07 SECONDS WEST ALONG SAID RIGHT OF WAY LINE 159.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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THAT PART OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SAID LOT IS REPRESENTED ON THE MAP OF GOVERNMENT SURVEY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 160.0 FEET OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 OF THE NORTHEAST 1/4 OF SECTION 6, AFORESAID, WHICH IS 162 FEET EAST OF THE WEST LINE OF THE EAST 5 ACRES OF THE NORTH 1/2 OF THE EAST 1/2 OF LOT 2 IN THE NORTHEAST 1/4 OF SECTION 6, AFORESAID; THENCE SOUTH 00 DEGREES 27 MINUTES 47 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID EAST 5 ACRES 25.0 FEET; THENCE NORTH 72 DEGREES 59 MINUTES 48 SECONDS EAST 87.0 FEET TO THE SOUTH LINE OF THE NORTH 160.0 FEET, AFORESAID; THENCE SOUTH 89 DEGREES 41 MINUTES 39 SECONDS WEST 83.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ARCEL 3:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AND ACCESS AND FOR CONSTRUCTION AND INSTALLATION OF THE HUEHL ROAD EXTENSION OVER, ACROSS AND UPON THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY DECLARATION AND GRANT OF EASEMENT DATED FEBRUARY 11, 1984 AND RECORDED FEBRUARY 13, 1985 AS DOCUMENT 27441713 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 15, 1983 AND KNOWN AS TRUST NUMBER 57661:

THE WEST 25 FEET (LYING SOUTH OF THE NORTH LINE OF THE SOUTH 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF THE HERINAFTER DESCRIBED SECTION 5) OF LOT 1 IN LAKE COOK OFFICE CENTRE, BEING A RESUBDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE NORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PARKING, INGRESS AND EGRESS, UTILITY FACILITIES, LANDSCAPING, TENNIS COURTS AND SIGNAGE OVER AND ACROSS THE FOLLOWING DESCRIBED REAL ESTATE AS CREATED BY THE DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED JANUARY 31, 1985 AND RECORDED FEBRUARY 6, 1985 AS DOCUMENT 27435249 MADE BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST NUMBERS 1840, 63290, 63291, 63292 AND THE AMENDED AND RESTATEMENT THEREOF DATED APRIL 18, 1988 AND RECORDED APRIL 18, 1988 AS DOCUMENT 88160149, AS FURTHER AMENDED BY FIRST SUPPLEMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS, DATED MARCH 31, 1992 AND RECORDED APRIL 1, 1992 AS DOCUMENT 92219422 AND RE-RECORDED JUNE 19, 1992 AS DOCUMENT 92446486, AND

AS FURTHER AMENDED BY FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION AND GRANT OF RECIPROCAL RIGHTS, DATED OCTOBER 26, 1992 AND RECORDED DECEMBER 14, 1993 AS DOCUMENT 03020936.

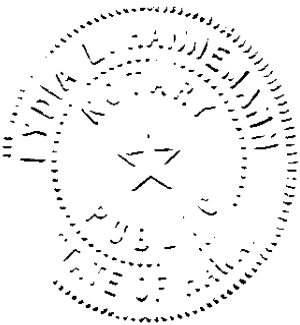
1751 Lake Cook Road, Deerfield, IL  
PIN: 04-06-201-010

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STATE OF HAWAII                                 }  
  }  
CITY AND COUNTY OF HONOLULU         }    SS.

On this 15th day of December, 1999, before me personally appeared C. R. Churchill and D. A. Heenan, Trustees Under the Will and of The Estate of James Campbell, Deceased, to me known to be the persons described in and who severally executed the foregoing instrument, and severally acknowledged that they executed the same as their free act and deed as such Trustees.



*Lydia L. Hannemann*  
Printed Name: Lydia L. Hannemann  
Notary Public, State of Hawaii  
My commission expires: Feb. 11, 2000

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EXHIBIT B

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LIST OF LEASES

Arborlake Center

	<u>Tenant</u>	<u>Suite/Unit #</u>
1.	Monsanto Company	100
2.	Prudential Securities (Vector)	350
3.	Jones Lang LaSalle	470
4.	Jordan Industries	400/450/550

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