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Cook County Recorder 49.50

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This Document Prepared by and  
After Reading Mail to:  
Cynthia Jared, Esq.  
Sachnoff & Weaver, Ltd.  
30 South Wacker Drive  
Suite 2900  
Chicago, IL 60606

10/15/99  
Filed

LEASEHOLD ASSIGNMENT OF RENTS AND LEASES

THIS LEASEHOLD ASSIGNMENT OF RENTS AND LEASES (the "Assignment") is dated for reference purposes only as of December 21, 1999, granted by Brookdale Living Communities of Illinois - Hoffman Estates, LLC, a Delaware limited liability company ("Assignor") to LaSalle Bank National Association ("Bank").

RECITALS:

A. Currently herewith Assignor has granted to Bank a Leasehold Mortgage and Security Agreement dated of even date herewith (the "Leasehold Mortgage"), which is a lien on Assignor's right, title and interest in the property legally described on Exhibit A ("Property"), including but not limited to any right, title and interest in the Property acquired by Assignor after the date hereof.

B. Title to the Property is subject to an existing mortgage and an existing assignment of rents in favor of Bank (collectively, together with all modifications thereto or thereof, now existing or hereafter entered into, the "Fee Mortgage").

C. Bank has required Assignor to grant to Bank a security interest in all leases, licenses and rents relating to the Property. Any term not expressly defined herein shall have the meaning set forth in the Leasehold Mortgage, which definitions are incorporated herein by reference as if fully set forth herein, including definitions incorporated into the Leasehold Mortgage by reference.

Now therefore, in consideration of the foregoing Recitals

To secure all sums which may be due under the Reimbursement Agreement, the Guaranty or any other Credit Agreement, Assignor does hereby grant, transfer and assign to Bank all of Assignor's right, title and interest in and to (i) any and all present or future leases or tenancies pursuant to which Assignor is the lessor, whether written or oral, covering or affecting any or all of the Property (all of which, together with any all extensions, modifications and renewals, are collectively referred to as the "Leases" or singularly as a "Lease"), and (ii) all rents, profits and other income or payments of any kind (except for accounts receivable) due or payable or to become due or payable to Assignor as the result

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of any use, possession or occupancy of all or any portion of the Property or as the result of the use of or lease of any personal property constituting a part of the Property (all of which are collectively referred to as "**Rents**"), whether the Rents accrue before or during any period of redemption or thereafter, all for the purpose of securing payment of all Indebtedness (as defined in the Leasehold Mortgage) and performance and observance of all covenants and agreements secured by the Leasehold Mortgage.

Assignor warrants and covenants that it is and will remain the absolute owner of the Rents and Leases, free and clear of all liens and encumbrances other than the Permitted Exceptions, as defined in the Leasehold Mortgage; that it has not previously assigned or otherwise encumbered its interest in any of the Rents or Leases to any person or entity other than the Permitted Exceptions or pursuant to the Lease; that it has the right under applicable law, the Leases, its formative or charter documents, and otherwise to execute and deliver this Assignment and keep and perform of its obligations pursuant to it; that it will warrant and defend the Leases and rents against all adverse claims, whether now existing or hereafter arising, other than the Permitted Exceptions; that except in the ordinary course of business and in the exercise of commercially reasonable judgment, Assignor will not hereafter cancel, surrender or terminate any of the Leases, exercise any option which might lead to such termination or change, alter or modify the Lease so as to affect or in any manner change either the term of the rent payable under any of them or consent to the release of any party liable thereunder to the assignment of the lessee's interest in them, without the prior written consent of Bank not to be unreasonably withheld.

Assignor further covenants and agrees with Bank as follows:

1. Performance of Leases. Assignor will faithfully abide by, perform and discharge each and every obligation, covenant and agreement which it becomes liable to observe or perform under any present or future Lease, and, at its sole cost and expense, enforce or secure the performance by the tenant under each and every Lease. Assignor will observe and comply with all provisions of law applicable to the operation and ownership of the Property. Assignor will give prompt written notice to Bank of any notice of default on the part of Assignor with respect to any Lease, and will also at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or obligations, duties or liabilities of the Assignor or any tenant pursuant to any Lease. Assignor will not lease or otherwise permit the use of all or any portion of the Property for rent that is below the fair market rent for such property.

2. Collection of Rents. Unless and until there occurs a Default under the Leasehold Mortgage and during the continuation thereof, Assignor may collect and apply the Rents to the purposes it considers necessary in its sole discretion; provided however that from and after the occurrence of any such Default, Assignor is immediately and absolutely divested of all its right, title and interest in and to all Leases and Rents as hereby assigned; and Bank becomes immediately and irrevocably entitled to all the rights and remedies provided by this Assignment, included specifically the right to collect Rents.

3. Present Assignment. This Assignment constitutes a perfected, absolute and present assignment, subject only to the conditions of Paragraph 2 hereof.

4. Protecting the Security of This Assignment. Should Assignor fail to perform or observe any covenant or agreement contained in this Assignment, then Bank may without obligation to do so and without releasing Assignor from any obligation of any kind, make or do the same in such manner and to such extent as Bank deems appropriate to protect its security as evidenced by this Assignment, including, specifically, without limitation the right to commence, appear in and defend any action or proceeding purporting to affect its security, or the right or powers of Assignor, and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the leases and in exercising any such powers to pay necessary costs and expenses, employ counsel and pay reasonable attorneys' fees. Assignor promises to pay within five (5) Business Days after demand all sums expended by Bank under the authority of this Assignment, and any out-of-pocket not so paid within said five (5) Business Day period shall interest at the Default Rate (as defined in the Reimbursement Agreement), and the same shall be added to the Indebtedness and be secured hereby and by the Leasehold Mortgage and other Credit Agreements to which Assignor is a party.

5. Survival of Obligation to Comply with Leasehold Mortgage and This Assignment. This Assignment is given as security in addition to the Leasehold Mortgage and neither the acceptance of this Assignment nor the exercise of any right hereunder shall constitute a waiver under the Leasehold Mortgage or any of the other Credit Agreements. Assignor covenants and agrees to observe and comply with all terms and conditions contained in the Leasehold Mortgage and in this Assignment.

6. Defaults and Remedies. Upon the occurrence of any Default specified in the Leasehold Mortgage and during the continuation thereof, Bank may, at its option, at any time.

A. in the name, place and stead of the Assignor and without becoming a mortgagee in possession: (i) enter upon, manage and operate the Property or retain the services of one or more independent contractors to manage and operate all or any part of the Property; (ii) make, enforce, modify and accept surrender of the Leases; (iii) obtain or evict tenants, collect, sue for, fix modify the Rents and enforce all rights of the Assignor under the Leases; and (iv) perform any and all other acts that may be necessary or proper to protect the security of this Assignment;

B. with or without exercising the rights set forth in subparagraph (A) above, give or require Assignor to give, notice to any or all tenants under the Leases authorizing and directing the tenants to pay all Rents under the Leases directly to Bank; and

C. without regard to waste, adequacy of the security or solvency of Assignor, apply for the appointment of a receiver regarding the Property, whether or nor foreclosure proceedings are pending under the Leasehold Mortgage, and if such

proceedings were commenced, whether or not a foreclosure sale has occurred; and Assignor consents to such application.

The exercise of any of the foregoing rights or remedies and the application of the rents, profits and income shall not cure or waive any Default, or notice of default, under the Leasehold Mortgage or invalidate any act done pursuant to such notice.

7. Application of Rents. Upon the appointment of a receiver, all Rents collected by Bank or the receiver each month are to be applied in the following order to priority:

A. to the payment of all reasonable fees of the receiver approved by the court;

B. to the payment of all prior or current real estate taxes and special assessments with respect to the Property, or if the Credit Agreements or Bond Documents (as defined by incorporation by reference in the Leasehold Mortgage) require periodic escrow payments for such taxes and assessments, to the escrow payments then due;

C. to the payment of all premiums then due for the insurance required by the provisions of the Credit Agreements or Bond Documents, or if the Credit Agreements or Bond Documents require periodic escrow payments for such premiums, to the escrow payments then due;

D. to payment of expenses incurred for normal maintenance of the Property;

E. to Bank for payment of the Indebtedness until payment in full of the Indebtedness, but no such payment made after acceleration of the Indebtedness shall affect such acceleration; and

F. thereafter to Assignor.

The rights and powers of Bank under this Assignment and the application of Rents under this Paragraph 7 shall continue and remain in full force and effect both prior to and after commencement of any foreclosure action and after foreclosure sale and until expiration of any redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

8. Bank Not to Become Liable. Bank is not obligated to perform or discharge, nor does it hereby undertake to perform to discharge, any obligation, duty or liability of Assignor under the Leases. This Assignment shall not operate to place upon Bank responsibility for the control, care, management or repair of the Property or for the performance of any of the terms and conditions of the Leases. Bank is not responsible or liable (except to the extent arising from their gross negligence or willful misconduct) for

any waste committed on the Property, for any dangerous or defective condition of the Property, for any negligence (other than gross negligence) in the management, upkeep, repair or control of the Property or for failure to collect the Rents.

9. Assignor's Indemnification. Assignor hereby agrees to indemnify and to hold Bank harmless of and from any all claims, demands, liability loss or damage, including all costs, expenses and reasonable attorney's fees asserted against, imposed or incurred by Bank in connection with or as a result of this Agreement or the exercise of any rights or remedies under this Agreement or under Leases or by reason of any alleged obligations or undertakings of Bank to perform or discharge any of the terms, covenants or agreements contained in the Leases (except to the extent arising from their gross negligence or willful misconduct). In the event Bank incurs any such liability, the amount thereof, together with interest thereon at the Default Rate (defined in the Reimbursement Agreement), shall be secured by this Assignment and the various Credit Agreements, and Assignor shall reimburse Bank within five (5) Business Days after demand therefore and any out-of-pocket amount not paid within said five (5) Business Day period shall bear interest at the Default Rate.

10. Authorization to Tenant. Notwithstanding Paragraph 6(B) hereof, upon notice from Bank that it is exercising the remedy set forth in this Assignment, the tenants under the Leases are hereby, and Assignor hereby consents and directs that said sums due under the Leases, and Assignor hereby consents and direct that said sums shall be paid to Bank without the necessity for a judicial determination that a Default has occurred or that Bank is entitled to exercise its rights pursuant to this Assignment, an, to the extent such sums are paid to Bank, Assignor agrees that the tenant has no further liability to Assignor for the same. The signature of Bank alone is sufficient for the exercise of any rights under this Assignment and the receipt by Bank alone of any sums received is full discharge and release of any such tenant or occupant of the Property. Checks for all or any part of the Rents collected under this Agreement shall, upon notice from Bank, be drawn to the exclusive order of the Bank. Upon the curing of all Defaults, Bank shall give written notice thereof to each lessee and thereafter, until the possible giving of any further notices by Bank pursuant to this Paragraph, each lessee pay the Rents to Assignor.

11. Bankruptcy. Anything to the contrary notwithstanding, upon a Default and during the continuation thereof, Assignor hereby assigns to Bank any award made hereafter to it in any court procedure involving any of the Leases in any bankruptcy, insolvency or reorganization proceedings in any state or Federal court; and any all payments made by lessees in lieu of Rents. Bank may appear in any action and/or collect any such award or payment.

12. Satisfaction. Upon the payment in full of all of the Indebtedness and the performance and observance in full of all the covenants, agreements and provisions contained in the Reimbursement Agreement, the Guaranty and Leasehold Mortgage and the other Credit Agreements, as evidenced by a recorded satisfaction of the Leasehold

Mortgage, this Assignment shall become, without the need for any further satisfaction or release, null and void and thereupon shall be of no further effect.

13. Bank an Attorney-In-Fact. Upon a Default and during the continuation thereof, Assignor hereby irrevocably appoints Bank and its successors and assigns, as its agent and attorney-in-fact coupled with an interest, and with the right but not the duty to exercise any rights or remedies granted by this Assignment, including without limitation, the right to endorse on behalf and in the name of Assignor all checks from tenants in payment of Rents.

14. Bank Not a Mortgagee in Possession. Nothing herein contained and no actions taken pursuant to this Assignment shall be construed as constituting Bank as a mortgagee in possession.

15. Specific Assignment of Leases. Upon notice, Assignor agrees to transfer and assign to Bank, upon notice by Bank, any and all specific Leases as Bank requests. Such transfer or assignment by Assignor shall be upon the same or substantially the same terms and conditions as are herein contained, and Assignor will properly file or record such assignment, at Assignor's expense, if requested by Bank.

16. Unenforceable Provisions Severable. All rights, powers and remedies provided in this Assignment are intended to be exercised only to the extent that such exercise does not violate any applicable provision of law, and are intended to be limited to the extent necessary not to render this Assignment invalid, unenforceable or unreasonable under any applicable law. If any term of this Assignment is held to be invalid, illegal or unenforceable, the validity of other terms are intended to remain unaffected.

17. Successors and Assigns. The covenants and agreements herein contained shall be binding upon, and the rights hereunder shall inure to, the respective successors and assigns of Assignor and Bank, including any purchaser at a foreclosure sale.

18. Captions; Amendments; Notices. The captions and headings of the paragraphs of this Assignment are for convenience only and are not intended to interpret or define the provisions of this Assignment. This Assignment can be amended only in writing signed by Assignor and Bank. All notices required by this Assignment are sufficient if given in accordance with the Guaranty.

19. Counterparts. This Assignment may be executed in any number of counterparts, each of which shall be an original but all of which shall constitute one instrument.

20. Limitation. Notwithstanding anything contained herein, nothing contained herein shall be deemed to impose liability on the members, managers, officers, affiliates or agents of Assignor personally for payment of the liabilities or performance of any obligations hereunder or under any other Credit Agreement.

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IN WITNESS WHEREOF, the undersigned parties have executed this Leasehold Assignment of Rents and Leases dated as of the date set forth above.

BROOKDALE LIVING COMMUNITIES OF ILLINOIS

HOFFMAN ESTATES, LLC

By: R. Stanley G.

Title: Vice President & Treasurer

Property of Cook County Clerk's Office





EXHIBIT A  
LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG THE WEST LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, A DISTANCE OF 48.49 FEET MORE OR LESS, TO THE WESTERLY EXTENSION OF THE NORTH LINE OF GOLF ROAD, AS DEDICATED PER DOCUMENT NUMBER 10550563, BEING 100 FEET WIDE; THENCE NORTH 86 DEGREES 29 MINUTES 47 SECONDS EAST ALONG SAID WESTERLY EXTENSION A DISTANCE OF 50.10 FEET, MORE OR LESS, TO A POINT ON THE EAST LINE OF THE WEST 50 FEET, MEASURED PERPENDICULARLY, OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, SAID POINT ALSO BEING ON THE EAST LINE OF BARRINGTON ROAD AS DEDICATED PER PLAT THEREOF RECORDED DECEMBER 7, 1932 PER DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 450.00 FEET TO A POINT; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG SAID EAST LINE, A DISTANCE OF 589.33 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 20 SECONDS EAST ALONG EAST LINE, A DISTANCE OF 855.00 FEET, MORE OR LESS, TO THE MOST WESTERLY CORNER OF LOT 1 IN PETER ROBIN FARMS UNIT FOUR, RECORDED APRIL 30, 1975 PER DOCUMENT NUMBER 23066244; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET TO A CORNER OF SAID LOT 1, THENCE SOUTH 49 DEGREES 16 MINUTES 32 SECONDS EAST, A DISTANCE OF 351.32 FEET TO THE MOST NORTHERLY CORNER OF PARCEL "B" IN PLAT OF EASEMENTS FOR OPEN SPACES, AS PER PLAT THEREOF RECORDED APRIL 24, 1973 PER DOCUMENT NUMBER 22299742, THENCE SOUTH 24 DEGREES 10 MINUTES 09 SECONDS WEST ALONG A WESTERLY LINE OF SAID PARCEL "B" A DISTANCE OF 766.92 FEET; THENCE NORTH 75 DEGREES 55 MINUTES 21 SECONDS WEST, A DISTANCE OF 304.78 FEET, TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS. (EXCEPTING THEREFROM, THAT PART OF THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, CONVEYED FOR ROAD PURPOSES AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 48.49 FEET ALONG THE WEST LINE OF SAID SECTION 7 TO THE WESTERLY EXTENSION OF THE OLD NORTH LINE OF GOLF ROAD AS DEDICATED PER DOCUMENT NUMBER 10550563 RECORDED DECEMBER 10, 1929; THENCE NORTH 87 DEGREES 02 MINUTES 23 SECONDS EAST 50.07 FEET ALONG THE WESTERLY EXTENSION OF SAID OLD NORTH LINE OF GOLF ROAD TO

THE EXISTING EAST LINE OF BARRINGTON ROAD EXTENDED; THENCE NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 450.00 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD PER DOCUMENT NUMBER 11172679, RECORDED DECEMBER 7, 1932, TO THE POINT OF BEGINNING, A POINT ON A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE CONTINUING NORTH 0 DEGREES 02 MINUTES 23 SECONDS EAST 1444.70 FEET ALONG THE EXISTING EAST LINE OF BARRINGTON ROAD TO THE SOUTH LINE OF LOT 1 OF PETER ROBIN FARMS UNIT FOUR, RECORDED AS DOCUMENT NUMBER 23066244 ON APRIL 30, 1975; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST (SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST RECORD BEARING) 20.00 FEET ALONG SAID SOUTH LINE; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 187.71 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 160 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 89 DEGREES 57 MINUTES 37 SECONDS EAST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 540.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 10.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 410.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE NORTH 89 DEGREES 57 MINUTES 37 SECONDS WEST 5.00 FEET TO A 3-1/4 INCH METAL DISK; THENCE SOUTH 0 DEGREES 02 MINUTES 23 SECONDS WEST 146.71 FEET TO A LINE PARALLEL WITH THE SAID OLD NORTH LINE OF GOLF ROAD AND 450 FEET DISTANT FROM SAID OLD NORTH LINE OF GOLF ROAD; THENCE SOUTH 87 DEGREES 02 MINUTES 23 SECONDS WEST 5.01 FEET ALONG SAID LINE TO THE POINT OF BEGINNING; ALL IN COOK COUNTY ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS, AS CREATED IN THE GRANTS OF EASEMENTS AND AGREEMENT DATED AUGUST 4, 1987 AND RECORDED SEPTEMBER 16, 1987 AS DOCUMENT NUMBER 87506866, AS AMENDED BY FIRST AMENDMENT TO GRANTS OF EASEMENT AND AGREEMENT RECORDED APRIL 8, 1991 AS DOCUMENT 91156362, OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED LAND:

THAT PART OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN PETER ROBIN FARMS, UNIT FOUR, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 30, 1975 AS DOCUMENT 23066244, SAID POINT BEING ON THE EAST LINE OF BARRINGTON ROAD, ACCORDING TO THE PLAT OF DEDICATION THEREOF, RECORDED DECEMBER 7, 1932 AS DOCUMENT NUMBER 11172679; THENCE NORTH 0 DEGREES

02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1, AND ALONG THE EAST LINE OF BARRINGTON ROAD, A DISTANCE OF 35 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 40 SECONDS EAST, A DISTANCE OF 342.80 FEET; THENCE SOUTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 70.00 FEET, TO AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 57 MINUTES 40 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 342.80 FEET, TO THE MOST WESTERLY CORNER OF SAID LOT 1 AND TO THE EAST LINE OF BARRINGTON ROAD; THENCE NORTH 00 DEGREES 02 MINUTES 20 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 1 AND ALONG THE EAST LINE OF SAID BARRINGTON ROAD, A DISTANCE OF 35.00 FEET, TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR PERMANENT SANITARY SEWER AS CREATED BY AGREEMENT AND DECLARATION OF GRANT OF PERMANENT SANITARY SEWER EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT RECORDED SEPTEMBER 1, 1987 AS DOCUMENT NUMBER 87481947 OVER THE FOLLOWING LAND:

A STRIP OF LAND 20 FEET IN WIDTH, 10 FEET EACH SIDE OF THE CENTERLINE, IN THE SOUTH HALF OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID CENTERLINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 7, THENCE NORTH 85 DEGREES 15 MINUTES 10 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, A DISTANCE OF 1560.85 FEET, TO THE SOUTHEAST CORNER OF THE SOUTHWEST  $\frac{1}{4}$  OF SAID SECTION 7, THENCE NORTH 8 DEGREES 15 MINUTES 58 SECONDS WEST, A DISTANCE OF 100.05 FEET TO THE CENTER OF AN EXISTING SANITARY SEWER MANHOLE FOR THE POINT OF BEGINNING; THENCE NORTH 43 DEGREES 19 MINUTES 13 SECONDS WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 25 DEGREES 51 MINUTES 23 SECONDS WEST, A DISTANCE OF 107.44 FEET; THENCE NORTH 65 DEGREES 9 MINUTES 27 SECONDS WEST, A DISTANCE OF 138.44 FEET; THENCE NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, A DISTANCE OF 75 FEET, TO AN ANGLE POINT IN THE SOUTHERLY LINE OF PARCEL "B" IN THE PLAT OF EASEMENTS FOR OPEN SPACES, RECORDED APRIL 24, 1973 AS DOCUMENT NO. 22299742; THENCE CONTINUING NORTH 86 DEGREES 42 MINUTES 25 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID PARCEL "B", A DISTANCE OF 580.48 FEET; THENCE NORTH 75 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 305.00 FEET TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B"; THENCE NORTH 6 DEGREES 6 MINUTES 29 SECONDS WEST, ALONG THE WESTERLY LINE OF SAID PARCEL "B", A DISTANCE OF 305.13 FEET; THENCE NORTH 3 DEGREES 57 MINUTES 50 SECONDS EAST, A DISTANCE OF 350 FEET, TO A POINT ON THE WESTERLY LINE OF SAID PARCEL "B", THENCE NORTH 24 DEGREES 10 MINUTES 9 SECONDS WEST, ALONG THE WESTERLY

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LINE OF SAID PARCEL "B", A DISTANCE OF 410 FEET, TO THE POINT OF TERMINATION OF THE CENTERLINE OF SAID STRIP OF LAND, 20 FEET IN WIDTH, ALL IN COOK COUNTY, ILLINOIS, AS SHOWN AS DOCUMENT NUMBER 87481947 RECORDED SEPTEMBER 1, 1987.

EXCEPTING THAT PART THEREOF FALLING IN PARCEL 1 AFORESAID.

**PINS: 07-07-300-030  
07-07-300-031**

**COMMON ADDRESS: 1515 BARRINGTON ROAD  
HOFFMAN ESTATES, ILLINOIS 60172**

Property of Cook County Clerk's Office

## EXHIBIT B PERMITTED EXCEPTIONS

1. General real estate taxes not yet due and payable.
2. Mortgage and Security Agreement dated November 10, 1995 and recorded November 16, 1995 as Document 95796987, made by LaSalle National Trust, N.A., as successor trustee to Lyons Trust and Savings Bank, as Trustee under Trust Agreement dated June 6, 1985 and known as Trust Number 27-498-00 and Benchmark of Hoffman Estates Limited Partnership, an Illinois limited partnership, to LaSalle National Bank, a national banking association, to secure liabilities in the originally stated principal amount of \$16,123,000.00, and the terms and conditions thereof.
3. Assignment of Rents and Leases made by LaSalle National Trust, N.A., successor trustee to Lyons Trust and Savings Bank, as Trustee under Trust Agreement dated June 6, 1985 and known as Trust Number 27-498-00 and Benchmark of Hoffman Estates Limited Partnership, an Illinois limited partnership, to LaSalle National Bank, a national banking association, recorded November 16, 1995 as Document 95796988.
4. Assumption of Mortgage and of Assignment of Rents and Subordination Agreement by and between LaSalle Bank N.A. and DBF Owner II, LLC.
5. Financing Statement evidencing an indebtedness from DBF Owner II, LLC, debtor, to LaSalle Bank N.A., secured party.
6. Terms, conditions and provisions of the documents creating Parcels 2 and 3, together with the rights of the adjoining owners in and to the concurrent use of said easements.
7. Rights of way for drainage tiles, ditches, feeders and laterals.
8. Rights of the interested parties to the free and unobstructed flow of the waters of Poplar Creek which flows on or through the Southerly portion of the land, as disclosed by North Shore Survey, Ltd. dated November 15, 1999.
9. Easement in favor of Northern Illinois Gas for the installation, maintenance, repair, relocation, removal and renewal of gas mains granted by Document 87048205 on January 26, 1987, and the terms and conditions thereof.
10. Notice of requirement for storm water detention recorded August 21, 1986 as Document Number 86369253 and the terms and conditions thereof.
11. Terms and provisions of notice of requirements for storm water detention recorded October 20, 1986 as Document Number 86486179 and the terms and conditions

thereof.

12. Grant of permanent sanitary sewer easement as shown on document recorded September 1, 1987 as Document 87481947.
13. Easement for water main recorded December 7, 1983 as Document Number 26888374 and the terms and conditions thereof.
14. Terms and provisions of Recapture Agreement recorded April 22, 1991 as Document Number 91184866 and re-recorded to add Exhibits C through L on May 16, 1991 as Document Number 91234237 and the terms and conditions thereof.
15. Easement in favor of Commonwealth Edison Company, and/or its successors in interest, for pole lines, conduits and maintenance purposes granted by Document LR2792580, recorded on March 13, 1975, and the terms and conditions thereof.
16. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and/or their successors in interest, for pole lines, conduits and maintenance purposes granted by Document 23009653, recorded on March 3, 1975, and the terms and conditions thereof.
17. Easements for Public Utilities and drainage as shown on the plat of subdivision recorded February 3, 1976 as Document Number 23380141.
18. Easement in favor of Commonwealth Edison Company and Illinois Bell Telephone Company, and/or their successors in interest, for pole lines, conduits and maintenance purposes granted by Document 25195233, recorded on October 16, 1979, and the terms and conditions thereof.
19. Declaration of Easements recorded September 24, 1979 as Document Number 25160201 and the terms and conditions thereof.
20. Grant of Easement recorded December 7, 1983 as Document Number 26888368 and 26888369 from Suburban Medical Center at Hoffman Estates and the Village of Hoffman Estates and the terms and conditions thereof.
21. Plat of Easement recorded June 21, 1984 as Document Number 27139790 for water main and the terms and conditions thereof.
22. Grant of Easement as shown on document recorded December 7, 1983 as Document 26888370.
23. Grant of Easement as shown on Plat recorded May 17, 1990 as Document 90229221.
24. Grant of Easements and Agreements dated August 4, 1987 and recorded September 16, 1987 as Document Number 87506866 made between Suburban

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Medical Center at Hoffman Estates, Incorporated, Midwest Cambridge Incorporated, a corporation of Illinois and Lyons Savings and Loan Association, as Trustee under Trust Agreement dated June 16, 1985 and known as Trust Number 498 and the terms and conditions thereof, as amended by First Amendment to Grants of Easement and Agreement recorded as Document 9156362.

25. The terms, provisions, conditions and limitations contained in the Lease between DBF Owner II, LLC, as lessor, and Brookdale Living Communities of Illinois - Hoffman Estates, LLC, as lessee.

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