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Cook County Recorder 79.50



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This Instrument Prepared By:

Irwin I. Gzesh, Esq.  
Neal, Gerber & Eisenberg  
Suite 2200  
2 North LaSalle Street  
Chicago, IL 60602

COLLATERAL ASSIGNMENT OF LOANS

(COLLATERAL ASSIGNMENT OF, AND GRANT OF SECURITY INTEREST  
IN, NOTES, MORTGAGES AND SECURITY AGREEMENTS  
AND FIXTURE FINANCING STATEMENTS  
AND OTHER LOAN DOCUMENTS)

THIS COLLATERAL ASSIGNMENT OF LOANS (COLLATERAL ASSIGNMENT OF,  
AND GRANT OF SECURITY INTEREST IN, NOTES, MORTGAGES AND SECURITY  
AGREEMENTS AND FIXTURE FINANCING STATEMENTS AND OTHER LOAN  
DOCUMENTS) (this "Assignment") is entered into as of the 27<sup>th</sup> day  
of August, 1999, by and between WFRB INVESTORS, L.L.C., a Delaware  
limited liability company ("Assignor"), and DIVERSIFIED CAPITAL  
L.P., an Illinois limited partnership ("Assignee").

W I T N E S S E T H:

WHEREAS, contemporaneously herewith Assignee has made a  
\$7,500,000 loan to Assignor (the "Secured Loan") which is evidenced  
by that certain Promissory Note dated August 27, 1999, in the  
original principal amount of \$7,500,000 (as may be amended from  
time to time, the "Secured Note");

WHEREAS, Assignor is the present legal and equitable owner and  
holder of that certain loan (the "First Loan") evidenced by  
Promissory Note No. 1 in the original principal amount of  
\$31,000,000 dated April 15, 1980, made by LaSalle National Bank as  
Trustee ("Original Trustee") under the trust created by Trust

Agreement dated March 21, 1979 and known as Trust No. 101568 (the "Trust") and originally payable to the order of Aetna Life Insurance Company, a Connecticut corporation ("Aetna") (the "Original Note"), as amended by a Modification Agreement between Aetna and LaSalle National Trust, N.A., as Successor Trustee to Original Trustee ("Successor Trustee") dated as of June 1, 1988 and recorded on August 16, 1991 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 91418492 ("Modification Agreement"), which Original Note was assigned to Assignor pursuant to Assignment of Note and Liens between Aetna and Assignor dated as of December 30, 1994 and recorded on December 30, 1994 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 04086148 (the Original Note, as amended by said Modification Agreement and by that certain Modification and Joinder dated March 26, 1999, between Beneficiary (hereinafter defined) and Assignor, being referred to herein as the "First Note");

WHEREAS, the sole beneficiary under the Trust was 1800 Partners Limited Partnership, an Illinois limited partnership (the "Beneficiary");

WHEREAS, the First Note is secured by, among other things, the security documents described in Exhibit A attached hereto and made a part hereof (the "First Security Documents");

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain loan (the "Second Loan") evidenced by Secured Promissory Note in the original principal amount of \$7,000,000 dated December 19, 1996, made by Successor Trustee, on behalf of the Trust and payable to the order of Assignor (as

amended by the above referenced Modification and Joinder, the "Second Note");

WHEREAS, the Second Note is secured by, among other things, the security documents described in Exhibit B attached hereto and made a part hereof (the "Second Security Documents");

WHEREAS, pursuant to Subordination Agreement between Assignor and Successor Trustee on behalf of the Trust dated December 17, 1996 and recorded on February 11, 1997 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 97099670 ("Subordination Agreement"), the lien of the First Security Documents were subordinated to the lien of the Second Security Documents;

WHEREAS, pursuant to Trustee's Deed dated March 19, 1999 and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on March 26, 1999 as Document No. 99296355, Successor Trustee conveyed to Beneficiary the title to the real estate legally described on Exhibit C attached hereto and made a part hereof (the "Premises"), which is the real estate encumbered by the liens of the First Security Documents and the Second Security Documents;

WHEREAS, Assignee requires Assignor, inter alia, to assign and grant a security interest in all of Assignor's right, title and interest in, to and under the First Note, the First Security Documents, the Second Note and the Second Security Documents to Assignee to secure the obligations and the covenants and agreements contained herein and in the Secured Note;

NOW, THEREFORE, for and in consideration of these presents and the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and as further and additional security to Assignee for the payment by Assignor of the indebtedness evidenced by the Secured Note together with all interest payable thereon (collectively, the "Obligations"), Assignor hereby states, covenants and agrees as follows:

1. Assignor hereby assigns, pledges, transfers and sets over and grants to Assignee a direct and exclusive first priority security interest (collectively, the "Security Interest"), in the First Loan and all of the First Security Documents and the Second Loan and all of the Second Security Documents (the First Loan and the Second Loan being collectively referred to herein as the "Loans" and the First Security Documents and Second Security Documents being collectively referred to herein as the "Loan Documents"), including, without limitation, the First Note and Second Note, all rights under the First Security Documents and Second Security Documents, which may accrue to the holder of the same or otherwise, including, without limitation, all rights with respect to any representations, warranties, covenants and indemnities thereunder, any rights, privileges and remedies which may accrue and/or belong to the holder of the Loans and the Loan Documents pursuant to applicable law or otherwise, all right, title and interest which Assignor and/or any other owner of the Loans and Loan Documents now and/or in the future may have in the Premises,

all rights under insurance policies and title insurance policies, all rights under escrow agreements and in and to all deposits and collections assigned to and/or deposited with and/or collected by Assignor from time to time with regard to the Loans, the Loan Documents and/or the Premises, all files, books and records of Assignor pertaining to the Loans and the Loan Documents, all contract rights which now exist and/or which may hereafter arise and/or accrue for, by reason of, on account of, in connection with or under the Loans or Loan Documents, any insurance policies and any title insurance policies, all right, title and interest which Assignor and/or any other holder of the Loans and/or the Loan Documents may now have and/or hereafter acquire for or by reason of condemnation, taking or exercise of the power of eminent domain, all right, title and interest of Assignor in and to any claims or rights Assignor now has or in the future may acquire against the Trust, Beneficiary, Hyatt Corporation, in its capacity as manager of the Hotel or any other third parties arising out of or in any way relating to the Loans, the Loan Documents, the Hotel or that certain Management Agreement between Original Trustee and Hyatt Corporation dated April 25, 1980, as amended by Amendment to Management Agreement dated as of September 10, 1981 and by Second Amendment to Management Agreement dated as of January 1, 1989 (as so amended, the "Management Agreement") and all products and proceeds of each of the foregoing (collectively, the "Collateral").

2. The Security Interest granted hereby shall be absolute, continuing and applicable to the Obligations. The Collateral shall

secure payment and performance of the Obligations. If requested by Assignee at any time on or after an Event of Default (hereafter defined), Assignor shall endorse the Collateral to or at the direction of Assignee. In the event that such endorsement shall not be made by Assignor forthwith upon demand therefor by Assignee, Assignee is hereby authorized to make such endorsement on the behalf of and in the name of Assignor, it being hereby agreed that Assignee is Assignor's true and lawful attorney-in-fact for such purposes, coupled with an interest, exercisable at any time.

3. Assignor hereby pledges and deposits the Collateral with Assignee and will pledge and deposit with Assignee from time to time hereafter all the documents evidencing, securing, governing or pertaining to the Collateral from time to time hereafter executed and delivered by or on behalf of the Trust or Beneficiary to Assignor, which pledge is made as collateral security for the payment and performance of the Obligations. The Collateral shall be held by Assignee subject to the terms and conditions hereof and as collateral security as aforesaid.

4. Assignor duly and punctually will perform, observe and comply with all of the terms, provisions, conditions, covenants and agreements on its part to be performed, observed and complied with hereunder and under the Secured Note.

5. Assignor shall not release, terminate, modify or amend, or consent to any release, termination, modification or amendment of, the Loan Documents, or the Management Agreement, or any other agreement benefiting the Premises, or any party to any of the

foregoing, or release the Trust or the Beneficiary from any obligation under the Loan Documents or take any action or fail to take any action which would adversely affect the security for the Loans or any rights of enforcement or otherwise under the Loan Documents without the prior written consent of Assignee. Assignor shall not waive or release any of its rights as mortgagee under any mortgage included in the Loan Documents, and shall not consent to any subordinate financing being placed against the Premises or any part thereof or any interest therein.

6. Assignor shall not pledge, encumber, or hypothecate its interest or rights in the Loans, the Loan Documents or the Premises or attempt to do any of the foregoing or suffer any of the foregoing. Assignor shall not sell, assign or transfer the Loans to the Beneficiary or to any constituent partner of Beneficiary.

7. Assignor promptly will furnish Assignee a written notice of any litigation of which Assignor has knowledge which relates to the Trust, the Beneficiary, the Loans, or the Premises, which may have a material adverse impact on the Premises or the Loans.

8. Assignor promptly will provide Assignee with a copy of all notices of default and violations of laws, rules, regulations, orders, ordinances, codes and the like received by Assignor and relating to the Trust, the Beneficiary, the Loans or the Premises.

9. Assignor promptly will notify Assignee if Assignor has knowledge or notice that Hazardous Materials (hereafter defined) are located on or beneath the surface of the premises or parcels of real estate adjacent to the Premises.

10. Assignor agrees to deposit with Assignee (upon demand by Assignee following an Event of Default), all insurance premium and real estate taxes and assessments escrow payments received by Assignor for the Premises.

11. Assignor will execute such documents as Assignee shall require to perfect a first lien and security interest in the Collateral and in any property (including the premises) and any leases and rents, room revenues, accounts and other assets and rights hereafter acquired by Assignor through foreclosure or deed in lieu with respect to the Premises. Without limiting the generality of the foregoing, simultaneously with Assignor's acquisition of the Premises as aforesaid and in no event later than when title is vested in Assignor, Assignor will provide, and Assignee shall at all times thereafter be entitled to, the following additional security with respect to the Premises:

- (i) a first mortgage substantially in the form and substance of the Mortgage, Assignment of Rents and Security Agreement included in the Second Security Documents and a second mortgage substantially in the form and substance of the Mortgage, Assignment of Rents and Security Agreement included in the First Security Documents;
- (ii) a first security interest in and to all collateral described in the Second Loans Documents, proceeds thereof, hazard insurance



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proceeds and condemnation awards and a second security interest in and to all Collateral described in the First Loan Documents, proceeds thereof, hazard insurance proceeds and condemnation awards;

(iii) an absolute assignment of rents and leases; and

(iv) a general collateral assignment of Assignor's interest in all franchise agreements and all management agreements and all licenses, permits and certificates issued with respect to the Premises.

Failure to provide the additional security with respect to the Premises when required above shall be an Event of Default under this Assignment. Assignee shall not release its Security Interest in any of the Loans Documents unless said additional security and other documents have been delivered to and approved by Assignee.

12. Assignor shall maintain its limited liability company existence and shall give Assignee at least ten business days prior notice of any change in its name. Assignor shall maintain its principal place of business at 200 West Madison Street, Suite 3800, Chicago, Illinois 60606.

13. Each of the following shall constitute an "Event of Default" under this Assignment:

(a) Assignor fails to pay, when due, any sum payable to Assignee pursuant to Secured Note; or

(b) Either Assignor makes an assignment for the benefit of creditors; or petitions or applies to any court for the appointment of a trustee or receiver for itself or for any substantial part of its assets, or commences any proceedings under any bankruptcy, arrangement, insolvency, readjustment of debt or reorganization statute or law of any jurisdiction, whether now or hereafter in effect; or if any such petition or application is filed or any such proceedings are commenced, and either Assignor by any act indicates any approval thereof, consent thereto, or acquiescence therein; or an order is entered appointing any such trustee or receiver, or adjudicating either Assignor bankrupt or insolvent, or approving the petition in any such proceeding and such order is not vacated within sixty (60) days of the entry thereof; or if any petition or application for any such proceeding or for the appointment of a trustee or receiver is filed by any third party against Assignor or its assets or any portion thereof, and any of the aforesaid proceedings is not dismissed within sixty (60) days of its filing; or

(c) Assignor enters into any secondary or additional financing or arrangements of any kind whatsoever with any person other than the Assignee with respect to the Loans or any part thereof (including, without limitation, any financing secured, in whole or in part, by all or any part of or interest in the Loans); or

(d) Beneficiary refinances the Loans or the Premises or enters into any additional financing arrangements of any kind

whatsoever with respect to the Premises or any part thereof or any interest therein (including, without limitation, any financing secured, in whole or in part, by all or any part of an interest in the Premises); provided that a refinancing of the entire Loans shall not constitute an Event of Default provided that Assignor's obligations under the Secured Note are satisfied in full;

(e) Assignor fails to keep or perform any of its agreements, undertakings, obligations, covenants or conditions under this Assignment or the First Note or Second Note, which failure is not cured by Assignor within thirty (30) days after written notice thereof from Assignee; or

(f) An Event of Default occurs and is continuing under that certain Pledge Agreement between the Assignor and the Assignee dated concurrently herewith.

14. Upon the happening of any Event of Default, Assignee shall have the right, in addition to all the remedies conferred upon Assignee by law or equity, without notice to Assignor, to institute collection, foreclosure and other enforcement actions against the Collateral.

15. (a) Assignee shall have all of the rights and remedies of a secured party under the Uniform Commercial Code of the State of Illinois and all other rights and remedies accorded to a Secured Party at equity or law. Any notice of sale or other disposition of the Collateral given not less than ten (10) Business Days prior to such proposed action shall constitute reasonable and fair notice of such action. Assignee may postpone or adjourn any such sale from

time to time by announcement at the time and place of sale stated on the notice of sale or by announcement of any adjourned sale, without being required to give a further notice of sale. Any such sale may be for cash or, unless prohibited by applicable law, upon such credit or installment as Assignee may determine. Assignor shall be credited with the net proceeds of such sale only when such proceeds are actually received by Assignee in good current funds. All net proceeds recovered pursuant to a sale shall be held and applied in accordance with the provisions of Section 18.

(b) Assignee may, in the name of either Assignor or in its own name, make and execute all conveyances, assignments and transfers of the Collateral sold pursuant to this Assignment; and Assignee is hereby appointed Assignor's attorney-in-fact, coupled with an interest, for this purpose.

(c) Upon request of Assignee, Assignor shall assemble the Collateral not already in Assignee's possession and make it available to Assignee at a time and place designated by Assignee.

16. The proceeds of any sale of all or any part of the Collateral shall be applied in the following order of priorities; first, to the payment of all costs and expenses of such sale, including without limitation, reasonable compensation to Assignee and its agents, reasonable attorneys' fees and all other expenses, liabilities and advances incurred or made by Assignee, its agents and attorneys, in connection with such sale, and any other unreimbursed expenses of Assignee; second, to pay to Assignee any amount then payable to Assignee pursuant to the Secured Note;

third, to be held in escrow by Assignee to be paid to Assignee as Assignee becomes entitled to payments pursuant to the Secured Note; and fourth, the remainder, if any, to be paid to Assignor at such time as Assignee's rights to receive additional payments pursuant to the Secured Note have terminated and all accrued Obligations have been satisfied in full.

17. No remedy conferred on or reserved to Assignee is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power shall be construed to be a waiver of or acquiescence to any default or a waiver of any right or power; and every such right and power may be exercised from time to time and as often as may be deemed expedient.

18. ASSIGNOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, OR RELATED TO, THE SUBJECT MATTER OF THIS ASSIGNMENT, THE AGREEMENT OR ANY OF THE LOAN DOCUMENTS. THIS WAIVER IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY ASSIGNOR, AND ASSIGNOR ACKNOWLEDGES THAT NEITHER ASSIGNEE NOR ANY PERSON ACTING ON BEHALF OF ASSIGNEE HAS MADE ANY REPRESENTATIONS OF FACT TO INDUCE THIS WAIVER OF TRIAL BY JURY OR HAS TAKEN ANY ACTIONS WHICH IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. ASSIGNOR FURTHER ACKNOWLEDGES THAT IT HAS BEEN REPRESENTED (OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS ASSIGNMENT AND THE SECURED NOTE AND IN THE MAKING OF THIS WAIVER BY

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INDEPENDENT LEGAL COUNSEL, SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL. ASSIGNOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER PROVISION.

19. Any notice required or permitted by or in connection with this Assignment, without implying the obligation to provide any such notice, shall be in writing and addressed to the intended recipient's last known address or to such other address as may be hereafter specified by written notice by Assignee or Assignor. Any such notice shall be deemed to be effective on (1) day after dispatch if sent by overnight delivery, express mail or federal express or three (3) days after mailing if sent by first-class mail with postage prepaid. All notices shall be considered to be effective upon receipt if accomplished by hand delivery or by facsimile. Whenever any date or the expiration of any period specified under this Assignment falls on a day other than a business day, then such date or period shall be deemed extended to the next succeeding business day.

20. The laws of the State of Illinois shall govern the rights and obligations of the parties to this Assignment and the interpretation and construction and enforceability thereof, and any and all issues relating to the transactions contemplated herein.

21. This Assignment (including the financing statements contemplated hereby) contains the final and entire agreement and understanding of the parties, and any terms and conditions not set forth in this Assignment are not a part of this Assignment and the

understanding of the parties hereto and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. No variation, modification, or changes hereof shall be binding on either party hereto unless set forth in a document executed by both parties.

22. If any paragraph, section, sentence, clause or phrase contained in this Assignment shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Assignment shall not be affected thereby to the extent that the intent of the parties hereto can be carried out absent such provision.

23. This Assignment may be executed in separate counterparts, each of which shall be an enforceable document, but all of which together shall constitute one and the same document.

24. The parties acknowledge that each party has reviewed this Assignment. The parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Assignment or any amendments or exhibits hereto.

25. At such time as all Obligations have been paid and satisfied in full, then this Assignment shall terminate and the Collateral shall revert to Assignor free and clear of the Security Interest and all right, title and interest of Assignee in the

Collateral shall terminate, and thereafter, upon request of Assignor, and at Assignor's cost and expense, Assignee shall execute appropriate instruments acknowledging satisfaction of and discharging this Assignment and releasing the Security Interest. In connection with the release of the Security Interest, Assignee shall return the Collateral in Assignee's possession to Assignor, and shall endorse the First Note and Second Note to the order of Assignor, without recourse or warranty. Notwithstanding any other provision of this Assignment, the provisions of Section 9 of this Assignment shall survive the termination of this Assignment and the release of the Security Interest.

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IN WITNESS WHEREOF, this Assignment is executed and is effective as of the date first set forth above.

ASSIGNOR:

WFRB INVESTORS, L.L.C.

By: Woodfield Financial Consortium, L.P., its Member

By: Woodfield Financial, Inc., its General Partner

By: [Signature]  
Name: SIMON ZUNARON  
Title: VP

ASSIGNEE:

DIVERSIFIED CAPITAL, L.P.

By: T Corporation, its General Partner

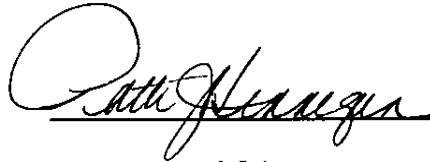
By: [Signature]  
Name: Germa  
Title: VP  
Date: 11/22/98

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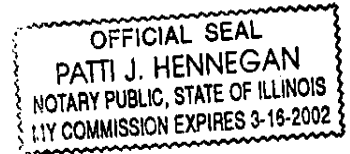
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STATE OF ILLINOIS            )  
   ) ss.  
 COUNTY OF COOK             )

The foregoing instrument was acknowledged before me this  
27 day of August, 1999, by GLEN MILLER as  
~~Vice President~~ of T Corporation, acting in its capacity as general  
 partner of DIVERSIFIED CAPITAL, L.P., as his free and voluntary act  
 and as the free and voluntary act and deed of said corporation and  
 of said limited partnership for the uses and purposes therein set  
 forth.

  
 \_\_\_\_\_

Notary Public  
 My Commission Expires:



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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 27 day of August, 1999, by SIMON ZANARON, as VICE PRESIDENT of Woodfield Financial, Inc., acting in its capacity as general partner of Woodfield Financial Consortium, L.P., acting in its capacity as member of WFRB Investors, LLC, as his free and voluntary act and as the free and voluntary act and deed of said corporation, limited partnership and limited liability company for the uses and purposes therein set forth.

Patti Hennegan

Notary Public  
My Commission Expires:



SCHEDULE A  
First Security Documents

1. Mortgage, Assignment of Rents and Security Agreement dated April 15, 1980 and recorded on June 18, 1980 as Document No. 25489773 in the Office of the Recorder of Deeds of Cook County, Illinois, as supplemented by Supplemental Mortgage dated November 25, 1981 and recorded on November 25, 1981 as Document No. 26070574 in said Office and re-recorded on November 30, 1981 as Document No. 26072949 in said Office, as amended by Modification Agreement dated as of June 1, 1988 and recorded on August 16, 1991 as Document No. 91418492 in said Office (the "Modification Agreement").
2. First Assignment of Rents and Leases dated April 15, 1980 and recorded on June 18, 1980 as Document No. 2549773 in the Office of the Recorder of Deeds of Cook County, Illinois, as modified by the Modification Agreement.
3. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14399 in the Office of the Recorder of Deeds of Cook County, Illinois.
4. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14400 in the Office of the Recorder of Deeds of Cook County, Illinois.
5. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14398 in the Office of the Recorder of Deeds of Cook County, Illinois.
6. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, recorded on August 16, 1991 as Document No. 91U14401 in the Office of the Recorder of Deeds of Cook County, Illinois.
7. UCC-1 Financing Statement Filing No. 2885974 from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.
8. UCC-1 Financing Statement Filing No. 2886092 from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.

9. UCC-1 Financing Statement Filing No. 2885972 from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.
10. UCC-1 Financing Statement Filing No. 2885973 from 1800 Partners Limited Partnership, Debtor, to Aetna Life Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on August 21, 1991.

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## EXHIBIT B

Second Security Documents

1. Mortgage, Assignment of Rents and Security Agreement from LaSalle National Trust, N.A., Trustee under Trust No. 101568 in favor of Woodfield Financial Consortium, L.P. dated December 19, 1996 and recorded on January 13, 1997 as Document No. 97-026047 in the office of the Recorder of Deeds of Cook County, Illinois.
2. UCC-1 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Woodfield Financial Consortium, L.P., filed on January 16, 1997 as Document No. 360198 in the Office of the Secretary of State of Illinois.
3. UCC-1 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Woodfield Financial Consortium, L.P., filed on January 16, 1997 as Document No. 3640189 in the Office of the Secretary of State of Illinois.
4. UCC-2 Financing Statement from LaSalle National Trust, N.A., Trustee under Trust No. 101568, Debtor, to Woodfield Financial Consortium, L.P., recorded on January 14, 1997 as Document No. 97U00604 in the Office of the Recorder of Deeds of Cook County, Illinois.
5. UCC-2 Financing Statement from 1800 Partners Limited Partnership, Debtor, to Woodfield Financial Consortium, L.P., recorded on January 14, 1997 as Document No. 97U00605 in the Office of the Recorder of Deeds of Cook County, Illinois.

EXHIBIT C

Legal Description of Premises

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LEGAL DESCRIPTION

PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE NORTHERLY LINE OF GOLF ROAD, AS WIDENED AS SHOWN ON DOCUMENT 20885775, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF GOLF ROAD, AFORESAID, AND A LINE, 68.43 FEET EAST, ([AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE WESTERLY ALONG THE NORTHERLY LINE OF GOLF ROAD, 68.43 FEET TO AN ANGLE POINT IN SAID ROAD; THENCE CONTINUE WESTERLY, ALONG THE NORTHERLY LINE THEREOF, 510.23 FEET TO ITS INTERSECTION, WITH A LINE, DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF THE SAID SOUTH EAST 1/4, THROUGH A POINT 508.96 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF), OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLES LINE, HEREIN DESCRIBED, 1240.38 FEET TO ITS INTERSECTION, WITH THE NORTH LINE OF THE SOUTH 1364.64 FEET OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE EASTERLY, ALONG THE SAID LINE, 507.42 FEET TO ITS INTERSECTION, WITH THE HEREINBEFORE MENTIONED LINE, 68.43 FEET, EAST OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12; THENCE SOUTHERLY, ALONG THE SAID LINE, 1224.67 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPTING FROM THE FOREGOING, THE FOLLOWING DESCRIBED PORTION THEREOF DEDICATED FOR ROADWAY AND LIKE PURPOSES PURSUANT TO PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 25489772, TO WIT:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 291.0 FEET OF THE SOUTH EAST 1/4 AFORESAID, AND A LINE 68.43 FEET EAST (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST DESCRIBED LINE TO THE NORTH LINE OF THE SOUTH 197.00 FEET OF THE SOUTH EAST 1/4, AFORESAID; THENCE WESTERLY ALONG SAID LINE TO ITS INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 248.32 FEET WEST, (AS MEASURED ALONG THE SOUTH LINE THEREOF) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 12, AFORESAID; THENCE SOUTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 224.70 FEET TO THE AFOREMENTIONED NORTH LINE OF GOLF ROAD; THENCE EASTERLY ALONG SAID NORTH LINE OF GOLF ROAD TO INTERSECTION WITH A LINE DRAWN AT RIGHT ANGLES TO THE SOUTH LINE OF SAID SOUTH EAST 1/4 THROUGH A POINT 146.33 FEET WEST (AS MEASURED ALONG THE SOUTH LINE



THEREOF OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTHERLY ALONG THE LAST RIGHT ANGLE LINE HEREIN DESCRIBED 159.61 FEET TO THE NORTH LINE OF THE SOUTH 291 FEET; AFORESAID THENCE EASTERLY ALONG SAID LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED IN RECIPROCAL GRANT ROADWAYS EASEMENTS RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070371, AND RE-RECORDED NOVEMBER 10, 1981 AS DOCUMENT NO. 26072946 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "E":

AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 357.01 FEET TO A POINT ON THE NORTH LINE THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 720.29 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 581.58 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "G":

AN EASEMENT, 24.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 80.43 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 80.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 1077.30 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH

1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST A DISTANCE OF 163.22 FEET TO A POINT ON A LINE 1240.49 FEET NORTH (AS MEASURED AT RIGHT ANGLES) ON AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 581.41 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT APPURTENEMENT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENTS FOR SANITARY SEWER AND WATER MAIN, RECORDED NOVEMBER 25, 1981 IN THE OFFICE OF THE RECORDED OF DEEDS, COOK COUNTY, ILLINOIS, AS DOCUMENT NO. 26070572, AND RE-RECORDED NOVEMBER 30, 1981 AS DOCUMENT NO. 26072967 IN, ON, OVER AND ACROSS THE FOLLOWING RECORDED PROPERTY:

EASEMENT PARCEL "D"

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 121.16 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20989779) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 151.00 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 543.78 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "I":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 144.59 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 09 DEGREES, 10 MINUTES, 18 SECONDS EAST A DISTANCE OF 361.97 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH

EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 09 DEGREES, 30 MINUTES, 38 SECONDS EAST A DISTANCE OF 159.00 FEET; THENCE SOUTH 89 DEGREES, 43 MINUTES, 52 SECONDS EAST A DISTANCE OF 9.96 FEET TO ITS POINT OF TERMINATION ON THE WESTERLY LINE OF THE PERMANENT EASEMENT TO THE METROPOLITAN SANITARY DISTRICT OF GREATER CHICAGO AS PER DOCUMENT NO. 21391850, SAID POINT OF TERMINATION BEING 514.56 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 51.49 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL GRANT OF EASEMENTS FOR STORM SEWER AND WATER DETENTION RECORDED NOVEMBER 29, 1981 IN THE OFFICE OF THE RECORDER OF DEEDS, COOK COUNTY, ILLINOIS AS DOCUMENT NO. 26070573, AND RE-RECORDED NOVEMBER 10, 1981 AS DOCUMENT 26072348 IN, ON, OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

EASEMENT PARCEL "A":

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41, SOUTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12, (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 322.30 FEET WEST (AS MEASURED ALONG SAID SOUTH LINE) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 291.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 01 MINUTES, 00 SECONDS EAST A DISTANCE OF 39.37 FEET TO A POINT OF THE NORTH LINE OF THE SOUTH 291.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE SOUTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) 325.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "B":

AN EASEMENT 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 68.41 FEET; THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF

THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 699.40 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 25 DEGREES, 22 MINUTES, 50 SECONDS EAST A DISTANCE OF 74.48 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 229.30 FEET TO ITS POINT OF TERMINATION OF THE WEST LINE OF EASEMENT PARCEL "C" (HEREINAFTER DESCRIBED), SAID POINT OF TERMINATION BEING 632.09 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12 AND 332.31 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "C":

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 323.30 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 357.00 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 357.00 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 720.27 FEET TO THE POINT ON THE NORTH LINE OF THE SOUTH 1077.27 FEET OF THE SOUTHEAST 1/4 OF SAID SECTION 12 330.14 FEET WEST (AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "J"

AN EASEMENT, 10.00 FEET IN WIDTH, IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, OF WHICH THE CENTER LINE IS DESCRIBED AS FOLLOWS:

COMMENCING ON THE SOUTH LINE OF SAID SECTION 12 (SAID SOUTH LINE HAVING A BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 158.91 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTH EAST CORNER OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 140.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 (ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775) FOR ITS POINT OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 35.00 FEET TO A POINT ON A LINE 175.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 FOR ITS POINT OF TERMINATION, SAID POINT OF TERMINATION ALSO BEING 150.02 FEET WEST

(AS MEASURED AT RIGHT ANGLES) OF THE EAST LINE OF SAID SECTION 12, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "K":

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE SOUTH LINE OF SAID SECTION 12 (SAID BEARING OF SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST) 123.54 FEET WEST (AS MEASURED ALONG THE SOUTH LINE OF SAID SECTION 12) OF THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE NORTH 06 DEGREE, 29 MINUTES, 12 SECONDS EAST A DISTANCE OF 140.95 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12 ( ALSO BEING THE NORTH LINE OF GOLF ROAD AS WIDEN PER DOCUMENT 20885775) AND THE POINT BEGINNING; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS ALONG THE LAST DESCRIBED LINE A DISTANCE OF 429.73 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST A DISTANCE OF 136.00 FEET TO A POINT 276.00 FEET NORTH OF SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 445.91 FEET; THENCE SOUTH 06 DEGREES, 39 MINUTES, 12 SECONDS WEST A DISTANCE OF 136.92 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

THE SOUTH EAST 1/4 OF SAID SECTION 12, THENCE NORTH 00 DEGREES, 25 MINUTES, 17 SECONDS EAST ALONG THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 140.00 FEET TO A POINT ON THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES, 13 MINUTES, 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 149.43 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE EAST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 14061 FEET TO A POINT 276.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES) OF THE SOUTH LINE OF SAID SECTION 12; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 276.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 218.90 FEET TO A POINT 68.43 FEET EAST (AS MEASURED ALONG SAID SOUTH LINE OF SAID SECTION 12) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 00 DEGREES, 25 MINUTES, 17 SECONDS WEST ALONG A LINE 68.43 FEET EAST (AS MEASURED AFORESAID) OF THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12 A DISTANCE OF 136.00 FEET TO A POINT ON THE NORTH LINE OF SAID GOLF ROAD (ALSO BEING THE SOUTH LINE OF

THE NORTH 937.27 FEET OF THE SOUTH 1077.27 FEET OF THE SOUTH EAST 1/4 OF SAID SECTION 12); THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE NORTH LINE OF SAID GOLF ROAD A DISTANCE OF 68.43 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

EASEMENT PARCEL "M":

AN EASEMENT IN THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH WEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 12; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 12 A DISTANCE OF 248.33 FEET TO A POINT OF INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE PUBLIC ROADWAY KNOWN AS HARTLEY ROAD EXTENDED SOUTH; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH EXTENSION OF THE WEST LINE OF SAID HARTLEY ROAD A DISTANCE OF 132.30 FEET TO A POINT IN THE NORTHERLY LINE OF GOLF ROAD AS WIDENED PER DOCUMENT NO. 20885775 FOR THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES, 18 MINUTES, 56 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET, THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG A LINE 260.75 FEET WEST (AS MEASURED AFORESAID) AND PARALLEL WITH THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET; THENCE NORTH 88 DEGREES, 13 MINUTES, 56 SECONDS EAST ALONG A LINE 143.70 FEET NORTH (AS MEASURED AFORESAID) OF AND PARALLEL WITH THE NORTHERLY LINE OF SAID GOLF ROAD A DISTANCE OF 260.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD, THENCE SOUTH 00 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE WEST RIGHT OF WAY LINE OF SAID HARTLEY ROAD A DISTANCE OF 143.70 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND FROM SAID EASEMENTS OVER AND ACROSS THE ADJACENT LAND FOR THE PURPOSES THEREIN GRANTED, SAID RIGHT OF INGRESS AND EGRESS TO BE EXERCISED IN A REASONABLE MANNER SO AS NOT TO INTERFERE WITH THE BUSINESS OF HOTEL ON PARCEL 1.

(AFFECTS PARCEL 1)

THE PROPERTY AND THE BUILDINGS AND IMPROVEMENTS THEREON ARE LOCATED AT THE FOLLOWING STREET ADDRESS:

1800 EAST GOLF ROAD  
SCHAUMBURG, ILLINOIS

PIN: 07-12-400-010-0000  
07-12-400-011-0000