



1002844050

Doc#: 1002844050 Fee: \$106.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/28/2010 02:27 PM Pg: 1 of 36

Illinois Anti-Predatory Lending Database Program

Certificate of Exemption

Report Mortgage Fraud
800-532-8785

The property identified as: **PIN:** 12-22-100-163-0000

Address:

Street: 3708 RIVER ROAD

Street line 2:

City: FRANKLIN PARK

State: IL

ZIP Code: 60131

Lender: WELLS FARGO BANK, NATIONAL ASSOCIATION

Borrower: THE REALTY ASSOCIATES FUND VIII, L.P.

Loan / Mortgage Amount: \$585,000,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/10 et seq. because it is commercial property.

Certificate number: 9D81E21E-7EA0-4CB4-BA45-4A3DAEA45A56

Execution date: 01/27/2010

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**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Wells Fargo Bank, National Association, Administrative Agent
 Real Estate Group (AU #01189)
 101 Federal Street, 28th Floor
 Boston, Massachusetts 02110

Attn: Jannine M. Perry
 Loan No. 104472

**THIS MORTGAGE SECURES CERTAIN NOTES WHICH PROVIDE FOR A VARIABLE INTEREST RATE
 AND THE RIGHT TO REPAY AND REBORROW ON A REVOLVING BASIS**

**MORTGAGE
 AND ASSIGNMENT OF RENTS AND LEASES**

THE PARTIES TO THIS MORTGAGE AND ASSIGNMENT OF RENTS AND LEASES ("Mortgage"), made as of January 27, 2010, are THE REALTY ASSOCIATES FUND VIII, L.P., a Delaware limited partnership ("Mortgagor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION as administrative agent for a syndicate of lenders ("Lenders") and any Required Derivatives Provider (as defined in the Loan Agreement (as hereinafter defined)) (Wells Fargo Bank, National Association, in such capacity as administrative agent is hereinafter referred to as "Administrative Agent" or "Mortgagee") as specifically provided in the Loan Agreement.

ARTICLE 1 GRANT

- 1.1 **GRANT.** For the purposes of and upon the terms and conditions in this Mortgage, Mortgagor irrevocably grants, conveys, assigns, bargains, sells, releases, aliens, transfers and remises to Mortgagee for the benefit of the Lenders and any Required Derivatives Provider, and their permitted successors and assigns forever and hereby represents and warrants to Mortgagee with right of entry and possession, and grants to Mortgagee for the benefit of the Lenders and any Required Derivatives Provider and their successors and assigns forever a continuing security interest in and to, all of that real property located in the State of Illinois, described on Exhibit A attached hereto, together with all right, title, interest, and privileges of Mortgagor in and to all streets, ways, roads, and alleys used in connection with or pertaining to such real property, all development rights or credits, air rights, water, water rights and water stock related to the real property, and all minerals, oil and gas, and other hydrocarbon substances in, on or under the real property, and all appurtenances, easements, rights and rights of way appurtenant or related thereto; all buildings, other improvements and fixtures now or hereafter located on the real property, including, but not limited to, all apparatus, equipment, and appliances used in the operation or occupancy of the

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real property, it being intended by the parties that all such items shall be conclusively considered to be a part of the real property, whether or not attached or affixed to the real property (the "Improvements"); all interest or estate which Mortgagor may hereafter acquire in the property described above, and all additions and accretions thereto, and the proceeds of any of the foregoing; (all of the foregoing being collectively referred to as the "Subject Property"). The listing of specific rights or property shall not be interpreted as a limit of general terms.

TO HAVE AND TO HOLD the Subject Property unto Mortgagee, its successors and assigns forever, for the purposes and uses set forth in this Mortgage, and Mortgagor covenants with and warrants to Mortgagee that, at the execution and delivery of this Mortgage, Mortgagor holds fee simple title to, or if permitted in writing, a valid leasehold estate in, the Subject Property and has a good and marketable indefeasible estate therein and that the Subject Property is free from all encumbrances and claims of any other person, except those encumbrances noted on the owner's policy of title insurance and any applicable update provided to the Mortgagee by the Mortgagor prior to the date hereof and Permitted Liens. Mortgagor does under this Mortgage bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND the Subject Property against all claims and demands whatsoever, except as disclosed to Mortgagee pursuant to this paragraph.

PROVIDED, HOWEVER, that if and when Mortgagor has paid all amounts due under the Secured Obligations (defined below) and performed and observed all of the agreements, terms, conditions, provisions, and warranties relating to the Secured Obligations, this Mortgage and the estate, right, and interest of Mortgagee in and to the Subject Property shall cease and be released at the cost of Mortgagor, but otherwise, shall remain in full force and effect. Mortgagee shall be entitled to charge a reasonable release fee.

- 1.2 **ADDRESS.** The address of the Subject Property (if known) is as shown on Exhibit A. However, neither the failure to designate an address nor any inaccuracy in the address designated shall affect the validity or priority of the lien of this Mortgage on the Subject Property as described on Exhibit A.

ARTICLE 2 OBLIGATIONS SECURED

- 2.1 **OBLIGATIONS SECURED.** Mortgagor makes this Mortgage for the purpose of securing the following obligations ("Secured Obligations"):
- (a) Payment to Lenders of all sums at any time owing under those certain Promissory Notes (individually and collectively, together with any replacement promissory notes from time to time issued pursuant to the Loan Agreement, the "Note") each of even date herewith, in the aggregate

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principal amount of FIVE HUNDRED EIGHTY FIVE MILLION AND NO/100THS DOLLARS (\$585,000,000.00) executed by Mortgagor and payable to the order of the Lenders; and

- (b) Payment and performance of all covenants and obligations of Mortgagor under this Mortgage; and
- (c) Payment and performance of all covenants and obligations on the part of Mortgagor under that certain Amended and Restated Credit Agreement ("Loan Agreement") of even date herewith by and between Mortgagor, Mortgagee and Lenders; and
- (d) Payment and performance of all covenants and obligations, if any, of any rider attached as an Exhibit to this Mortgage; and
- (e) Payment and performance of all future advances and other obligations that the then record owner of all or part of the Subject Property may agree to pay and/or perform (whether as principal, surety or guarantor) for the benefit of Mortgagee and/or Lenders and/or any Required Derivatives Provider, when such future advance or obligation is evidenced by a writing which recites that it is secured by this Mortgage; and
- (f) Payment and performance of all covenants and obligations of Mortgagor under any Required Derivatives Contract entered into by Mortgagor with a Required Derivatives Provider including, without limitation, all covenants and obligations of Mortgagor under that certain ISDA Master Agreement dated September 24, 2007, as amended by that certain First Amendment to ISDA Master Agreement of even date herewith, each by and between Mortgagor and Wells Fargo Bank, National Association, which agreement states that it is secured by this Mortgage, and any and all confirmations for individual transactions executed under the foregoing agreements, and any other Required Derivatives Obligation, now or hereafter executed; and
- (g) All modifications, extensions, renewals, and replacements of any of the obligations secured hereby, however evidenced, including, without limitation: (i) modifications of the required principal payment dates or interest payment dates or both, as the case may be, deferring or accelerating payment dates wholly or partly; or (ii) modifications, extensions or renewals at a different rate of interest whether or not in the case of a note, the modification, extension or renewal is evidenced by a new or additional promissory note or notes.

2.2 **OBLIGATIONS.** The term "obligations" is used herein in its broadest and most comprehensive sense and shall be deemed to include, without limitation, all interest and charges, prepayment charges (if any), late charges and loan fees at any time accruing or assessed on any of the Secured Obligations.

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- 2.3 **INCORPORATION.** All terms of the Secured Obligations and the documents evidencing such obligations are incorporated herein by this reference. All persons who may have or acquire an interest in the Subject Property shall be deemed to have notice of the terms of the Secured Obligations and to have notice, if provided therein, that: (a) the Note or the Loan Agreement may permit borrowing, repayment and re-borrowing so that repayments shall not reduce the amounts of the Secured Obligations; and (b) the rate of interest on one or more Secured Obligations may vary from time to time. Capitalized terms used herein and not defined herein shall have the meaning ascribed to such terms in the Loan Agreement.
- 2.4 **MAXIMUM SECURED AMOUNT.** The maximum amount secured by this Mortgage may decrease or increase from time to time, but shall never exceed twice the aggregate amount of the Note and each other instrument, agreement or obligation specifically described herein or in any rider attached to and recorded with this Mortgage, or otherwise incorporated herein by reference, including any of the foregoing which is incorporated into this Mortgage by a modification or similar document recorded subsequent to the date hereof. The maximum amount secured by this Mortgage shall not in any way imply that Mortgagee shall be obligated to advance any amount at any time. Advances of disbursements made by Mortgagee to protect the security, under the terms hereof, shall not be deemed to be optional advances.

ARTICLE 3 ASSIGNMENT OF LEASES AND RENTS

- 3.1 **ASSIGNMENT.** Mortgagor hereby irrevocably assigns to Mortgagee, for the benefit of Lenders and any Required Derivatives Provider, all of Mortgagor's right, title and interest in, to and under: (a) all leases of the Subject Property or any portion thereof, and all other agreements of any kind relating to the use or occupancy of the Subject Property or any portion thereof, whether now existing or entered into after the date hereof ("Leases"); and (b) the rents, revenue, income, issues, deposits and profits of the Subject Property, including, without limitation, all amounts payable and all rights and benefits accruing to Mortgagor under the Leases ("Payments"). The term "Leases" shall also include all guarantees of and security for the lessees' performance thereunder, and all amendments, extensions, renewals or modifications thereto which are permitted hereunder. This is a present and absolute assignment, not an assignment for security purposes only, and Mortgagee's right to the Leases and Payments is not contingent upon, and may be exercised without possession of, the Subject Property.

The assignments of Leases and Payments contained in this Mortgage are intended to provide Mortgagee with all of the rights and remedies of mortgagees pursuant to Illinois law as it may be amended and interpreted by the courts from time to time. However, in no event shall this reference diminish, alter, impair, or affect any other rights and remedies of Mortgagee, including but not limited to, the appointment of a receiver, nor shall any provision in this section diminish, alter,

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impair or affect any rights or powers of the receiver in law or equity or as set forth herein. In addition, this assignment shall be fully operative without regard to value of the Subject Property or without regard to the adequacy of the Subject Property to serve as security for the obligations owed by Mortgagor to Mortgagee. Further, except for the notices required under the Loan Documents, if any, Mortgagor hereby waives any notice of default or demand for turnover of rents by Mortgagee.

- 3.2 **GRANT OF LICENSE.** Mortgagee confers upon Mortgagor a license ("License") to collect and retain the Payments as they become due and payable, until the occurrence of a Default (as hereinafter defined). Upon a Default, the License shall be automatically revoked and Mortgagee may collect and apply the Payments pursuant to Section 6.4 without notice and without taking possession of the Subject Property. Mortgagor hereby irrevocably authorizes and directs the lessees under the Leases to rely upon and comply with any notice or demand by Mortgagee for the payment to Mortgagee of any rental or other sums which may at any time become due under the Leases, or for the performance of any of the lessees' undertakings under the Leases, and the lessees shall have no right or duty to inquire as to whether any Default has actually occurred or is then existing hereunder. Mortgagor hereby relieves the lessees from any liability to Mortgagor by reason of relying upon and complying with any such notice or demand by Mortgagee.
- 3.3 **EFFECT OF ASSIGNMENT.** The foregoing irrevocable assignment shall not cause Mortgagee to be: (a) a mortgagee in possession; (b) responsible or liable for the control, care, management or repair of the Subject Property or for performing any of the terms, agreements, undertakings, obligations, representations, warranties, covenants and conditions of the Leases; or (c) responsible or liable for any waste committed on the Subject Property by the lessees under any of the Leases or any other parties other than Mortgagee; for any dangerous or defective condition of the Subject Property; or for any negligence in the management, upkeep, repair or control of the Subject Property resulting in loss or injury or death to any lessee, licensee, employee, invitee or other person other than Mortgagee's gross negligence or willful misconduct. Mortgagee and Lenders shall not directly or indirectly be liable to Mortgagor or any other person as a consequence of: (i) the exercise or failure to exercise by Mortgagee or Lenders, or any of their respective employees, agents, contractors or subcontractors, any of the rights, remedies or powers granted to Mortgagee hereunder; or (ii) the failure or refusal of Mortgagee to perform or discharge any obligation, duty or liability of Mortgagor arising under the Leases.
- 3.4 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that, to the best of Mortgagor's knowledge and except as otherwise disclosed to Mortgagee, all existing Leases are in full force and effect and are enforceable in accordance with their respective terms, and no breach or default, or event which would constitute a breach or default after notice or the passage of time, or both, exists under any existing Leases on the part of any party; (b) no rent

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or other payment under any existing Lease has been paid by any lessee for more than one (1) month in advance; and (c) none of the Mortgagor's interests under any of the Leases has been transferred or assigned.

- 3.5 **COVENANTS.** Mortgagor covenants and agrees at Mortgagor's sole cost and expense if an Event of Default is in existence, to deliver to Mortgagee fully executed, counterpart original(s) of each and every Lease if requested to do so. Mortgagor shall not, without Mortgagee's prior written consent or as otherwise permitted by any provision of the Loan Agreement: (i) execute any other assignment relating to any of the Leases; or (ii) subordinate any of the Leases to any other mortgage or encumbrance. Any such attempted action in violation of the provisions of this Section 3.5 shall be null and void.

ARTICLE 4 SECURITY AGREEMENT AND FIXTURE FILING

- 4.1 **SECURITY INTEREST.** Mortgagor hereby grants and assigns to Mortgagee, for the benefit of Lenders and any Required Derivatives Provider, as of the "Effective Date" (defined in the Loan Agreement) a security interest, to secure payment and performance of all of the Secured Obligations, in all of the following described personal property owned by Mortgagor now or at any time hereafter and located on the Subject Property (collectively, the "Collateral"):

All goods, building and other materials, supplies, inventory, work in process, equipment, machinery, fixtures, furniture, furnishings, signs and other personal property and embedded software included therein and supporting information, wherever situated, which are or are to be incorporated into, used in connection with, or appropriated for use on (i) the real property described on Exhibit A attached hereto and incorporated by reference herein or (ii) any existing or future improvements on the real property together with all rents and security deposits derived from the Subject Property; all inventory, accounts, cash receipts, deposit accounts, accounts receivable, contract rights, licenses, agreements, general intangibles, payment intangibles, software, chattel paper (whether electronic or tangible), instruments, documents, promissory notes, drafts, letters of credit, letter of credit rights, supporting obligations, insurance policies, insurance and condemnation awards and proceeds, proceeds of the sale of promissory notes, any other rights to the payment of money, trade names, trademarks and service marks arising from or related to the ownership, management, leasing, operation, sale or disposition of the Subject Property or any business now or hereafter conducted thereon by Mortgagor; all development rights and credits, and any and all permits, consents, approvals, licenses, authorizations and other rights granted by, given by or obtained from, any governmental entity with respect to the Subject Property; all water and water rights, wells and well rights, canals and canal rights, ditches and ditch rights, springs and spring rights, and reservoirs and reservoir rights appurtenant to or associated with the Subject Property, whether decreed or undecreed, tributary, non-tributary or not non-

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tributary, surface or underground or appropriated or unappropriated, and all shares of stock in water, ditch, lateral and canal companies, well permits and all other evidences of any of such rights; all deposits or other security now or hereafter made with or given to utility companies by Mortgagor with respect to the Subject Property; all advance payments of insurance premiums made by Mortgagor with respect to the Subject Property; all plans, drawings and specifications relating to the Subject Property; all loan funds held by Mortgagee and/or any Lender, whether or not disbursed; all funds deposited with Mortgagee and/or any Lender pursuant to the Loan Agreement; all reserves, deferred payments, deposits, accounts, refunds, cost savings and payments of any kind related to the Subject Property or any portion thereof; together with all replacements and proceeds of, and additions and accessions to, any of the foregoing; together with all books, records and files relating to any of the foregoing.

As to all of the above described personal property which is or which hereafter becomes a "fixture" under applicable law, this Mortgage constitutes a fixture filing under the State of Illinois Uniform Commercial Code, as amended or recodified from time to time ("UCC").

This Mortgage creates a security interest in the Collateral, and, to the extent the Collateral is not real property, this Mortgage constitutes a security agreement from Mortgagor to Mortgagee, for the benefit of the Lenders and any Required Derivatives Provider, under the UCC.

- 4.2 **REPRESENTATIONS AND WARRANTIES.** Mortgagor represents and warrants that: (a) Mortgagor has, or will have, good title to the Collateral; (b) Mortgagor has not previously assigned or encumbered the Collateral, and no financing statement covering any of the Collateral has been delivered to any other person or entity; (c) Mortgagor's principal place of business is located at the address shown in Section 7.10; and (d) Mortgagor's legal name is exactly as set forth on the first page of this Mortgage and all of Mortgagor's organizational documents or agreements delivered to Mortgagee are complete and accurate in every respect.
- 4.3 **COVENANTS.** Mortgagor agrees: (a) to execute and deliver such documents as Mortgagee reasonably deems necessary to create, perfect and continue the security interests contemplated hereby; (b) not to change its name, and as applicable, its chief executive office, its principal residence or the jurisdiction in which it is organized and/or registered without giving Mortgagee prior written notice thereof; (c) to cooperate with Mortgagee in perfecting all security interests granted herein and in obtaining such agreements from third parties as Mortgagee deems necessary, proper or convenient in connection with the preservation, perfection or enforcement of any of its rights hereunder; and (d) that Mortgagee is authorized to file financing statements in the name of Mortgagor to perfect Mortgagee's security interest in Collateral.

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- 4.4 **RIGHTS OF MORTGAGEE.** In addition to Mortgagee's rights as a "Secured Party" under the UCC, Mortgagee may, but shall not be obligated to, at any time without notice and at the expense of Mortgagor: (a) give notice to any person of Mortgagee's rights hereunder and enforce such rights at law or in equity; (b) insure, protect, defend and preserve the Collateral or any rights or interests of Mortgagee therein if Mortgagor fails to do so after notice from Mortgagee; and (c) during the existence of an Event of Default, endorse, collect and receive any right to payment of money owing to Mortgagor under or from the Collateral. Notwithstanding the above, in no event shall Mortgagee be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee or Lenders unless Mortgagee shall make an express written election of said remedy under the UCC, or other applicable law.
- 4.5 **RIGHTS OF MORTGAGEE ON DEFAULT.** Upon the occurrence of a Default (hereinafter defined) under this Mortgage, then in addition to all of Mortgagee's rights as a "Secured Party" under the UCC or otherwise at law:
- (a) Mortgagee may (i) upon written notice, require Mortgagor to assemble any or all of the Collateral and make it available to Mortgagee at a place designated by Mortgagee; (ii) without prior notice, enter upon the Subject Property or other place where any of the Collateral may be located and take possession of, collect, sell, lease, license and dispose of any or all of the Collateral, and store the same at locations acceptable to Mortgagee at Mortgagor's expense; (iii) sell, assign and deliver at any place or in any lawful manner all or any part of the Collateral and bid and become the purchaser at any such sales;
 - (b) Mortgagee may, for the account of Mortgagor and at Mortgagor's expense: (i) operate, use, consume, sell, lease, license or dispose of the Collateral as Mortgagee deems appropriate for the purpose of performing any or all of the Secured Obligations; (ii) enter into any agreement, compromise, or settlement, including insurance claims, which Mortgagee may deem desirable or proper with respect to any of the Collateral; and (iii) endorse and deliver evidences of title for, and receive, enforce and collect by legal action or otherwise, all indebtedness and obligations now or hereafter owing to Mortgagor in connection with or on account of any or all of the Collateral; and
 - (c) In disposing of Collateral hereunder, Mortgagee may disclaim all warranties of title, possession, quiet enjoyment and the like. Any proceeds of any disposition of any Collateral may be applied by Mortgagee to the payment of expenses incurred by Mortgagee in connection with the foregoing, including reasonable attorneys' fees, and the balance of such proceeds may be applied by Mortgagee toward the payment of the Secured Obligations in such order of application as Mortgagee may from time to time elect.

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Notwithstanding any other provision hereof, Mortgagee shall not be deemed to have accepted any property other than cash in satisfaction of any obligation of Mortgagor to Mortgagee unless Mortgagor shall make an express written election of said remedy under the UCC, or other applicable law. Mortgagor agrees that Mortgagee shall have no obligation to process or prepare any Collateral for sale or other disposition.

- 4.6 **POWER OF ATTORNEY.** Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's attorney-in-fact (such agency being coupled with an interest), and as such attorney-in-fact Mortgagee may, without the obligation to do so, in Mortgagee's name, or in the name of Mortgagor, prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve any of Mortgagee's security interests and rights in or to any of the Collateral, and, upon a Default hereunder, take any other action required of Mortgagor; provided, however, that Mortgagee as such attorney-in-fact shall be accountable only for such funds as are actually received by Mortgagee.
- 4.7 **POSSESSION AND USE OF COLLATERAL.** Except as otherwise provided in this Section or the other Loan Documents (as defined in the Loan Agreement), so long as no Default exists under this Mortgage or any of the Loan Documents, Mortgagor may possess, use, move, transfer or dispose of any of the Collateral in the ordinary course of Mortgagor's business and in accordance with the Loan Agreement.

ARTICLE 5 RIGHTS AND DUTIES OF THE PARTIES

- 5.1 **TITLE.** Mortgagor represents and warrants that, except as disclosed to Mortgagee, Mortgagor lawfully holds and possesses fee simple title to the Subject Property without limitation on the right to encumber, and that this Mortgage is a first and prior lien on the Subject Property.
- 5.2 **TAXES AND ASSESSMENTS.** Subject to Mortgagor's rights to contest payment of taxes as may be provided in the Loan Agreement, Mortgagor shall pay prior to delinquency all taxes, assessments, levies and charges imposed by any public or quasi-public authority or utility company which are or which may become a lien upon or cause a loss in value of the Subject Property or any interest therein. Mortgagor shall also pay prior to delinquency all taxes, assessments, levies and charges imposed by any public authority upon Mortgagee by reason of its interest in any Secured Obligation or in the Subject Property, or by reason of any payment made to Mortgagee pursuant to any Secured Obligation; provided, however, Mortgagor shall have no obligation to pay taxes which may be imposed from time to time upon Mortgagee or any Lender and which are measured by and imposed upon Mortgagee's or such Lender's net income.
- 5.3 **INTENTIONALLY DELETED.**

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- 5.4 **PERFORMANCE OF SECURED OBLIGATIONS.** Mortgagor shall promptly pay and perform each Secured Obligation when due.
- 5.5 **LIENS, ENCUMBRANCES AND CHARGES.** Mortgagor shall discharge any lien not approved by Mortgagee in writing that has or may attain priority over this Mortgage which discharge shall be completed within sixty (60) days after Mortgagor gains knowledge of the existence of such lien, subject to Mortgagor's right to contest in good faith its liability for such amounts and provided that Mortgagor notifies Mortgagee of such contest. Subject to Mortgagor's right to contest in good faith with notice of such contest provided to Mortgagee, Mortgagor shall pay when due all obligations secured by or which may become liens which shall now or hereafter encumber or appear to encumber all or any part of the Subject Property or Collateral, or any interest therein, whether senior or subordinate hereto.
- 5.6 **DAMAGES; INSURANCE AND CONDEMNATION PROCEEDS.**
- (a) The following (whether now existing or hereafter arising) are all absolutely and irrevocably assigned by Mortgagor to Mortgagee, for the benefit of Lenders and any Required Derivatives Provider, and, at the request of Mortgagee, shall be paid directly to Mortgagee only if an Event of Default exists under the Loan (it being agreed that such amounts shall be paid to Mortgagor if no such Event of Default exists): (i) all awards of damages and all other compensation payable directly or indirectly by reason of a condemnation or proposed condemnation for public or private use affecting all or any part of, or any interest in, the Subject Property or Collateral; (ii) all other claims and awards for damages to, or decrease in value of, all or any part of, or any interest of Mortgagor in, the Subject Property or Collateral; (iii) all proceeds of any insurance policies payable to Mortgagor by reason of loss sustained to all or any part of the Subject Property or Collateral; and (iv) all interest which may accrue on any of the foregoing. Subject to applicable law, Mortgagee may at its discretion apply all or any of the proceeds it receives to its expenses in settling, prosecuting or defending any claim and may apply the balance to the Secured Obligations in such order and amounts as Mortgagee in its sole discretion may choose and/or Mortgagee may release all or any part of the proceeds to Mortgagor upon any conditions Mortgagee may impose. During the existence of an Event of Default, Mortgagee may commence, appear in, defend or prosecute any assigned claim or action and may adjust, compromise, settle and collect all claims and awards assigned to Mortgagee; provided, however, in no event shall Mortgagee be responsible for any failure to collect any claim or award, regardless of the cause of the failure, including, without limitation, any malfeasance or nonfeasance by Mortgagee or its employees or agents, other than the gross negligence or willful misconduct of Mortgagee or its employees or agents.

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- (b) Mortgagor covenants and agrees to apply all proceeds to the repair, restoration, lease-up and operation of the Subject Property. In the event that as to any insurance and/or condemnation proceeds Mortgagor fails to use all such proceeds for repair, restoration, lease-up and operation of the Subject Property, such proceeds which were not so used (net of costs of collection) shall be delivered to Mortgagee to be applied as if such proceeds were the proceeds of a Capital Event.

- 5.7 **MAINTENANCE AND PRESERVATION OF THE SUBJECT PROPERTY.** Subject to the provisions of the Loan Agreement, Mortgagor covenants: (a) to insure the Subject Property and Collateral against such risks as required pursuant to the Loan Agreement and, at Mortgagee's request, to provide evidence of such insurance to Mortgagee, and to comply with the requirements of any insurance companies providing such insurance; (b) to the extent necessary to avoid the occurrence of a Material Adverse Effect (as defined in the Loan Agreement) to keep the Subject Property and Collateral in good condition and repair; (c) not to remove or demolish the Subject Property or Collateral or any material part thereof, unless same will be replaced with other improvements or collateral in the exercise of Mortgagor's reasonable business judgment without Mortgagee's prior written consent or as provided in the Loan Agreement; (d) to use commercially reasonable efforts to comply in all material respects with all laws, ordinances and regulations, and all covenants, conditions, restrictions and equitable servitudes, whether public or private, of every kind and character which affect the Subject Property or Collateral and pertain to acts committed or conditions existing thereon, including without limitation, any work, alteration, improvement or demolition mandated by such laws, covenants or requirements; (e) to the extent necessary to avoid the occurrence of a Material Adverse Effect, not to commit or permit waste of the Subject Property or Collateral; and (f) to do all other acts which from the character or use of the Subject Property or Collateral may be reasonably necessary to avoid the occurrence of a Material Adverse Effect.
- 5.8 **DEFENSE AND NOTICE OF LOSSES, CLAIMS AND ACTIONS.** At Mortgagor's sole expense, Mortgagor shall protect, preserve and defend the Subject Property and Collateral and title to and right of possession of the Subject Property and Collateral, the security hereof and the rights and powers of Mortgagee hereunder against all adverse claims. Mortgagor shall use commercially reasonable efforts to give Mortgagee prompt notice in writing of the assertion of any claim, of the filing of any action or proceeding, of the occurrence of any damage to the Subject Property or Collateral and of any condemnation offer or action.
- 5.9 **ACTIONS BY MORTGAGEE.** From time to time and without affecting the personal liability, as applicable, of any person for payment of any indebtedness or performance of any obligations secured hereby, Mortgagee, without liability therefor and without notice, may: (a) release all or any part of the Subject Property from this Mortgage; (b) consent to the making of any map or plat

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thereof; and (c) join in any grant of easement thereon, any declaration of covenants and restrictions, or any extension agreement or any agreement subordinating the lien or charge of this Mortgage.

- 5.10 **DUE ON SALE OR ENCUMBRANCE.** If the Subject Property shall be sold, transferred (including, without limitation, through sale or transfer of a majority or controlling interest of the corporate stock or general partnership interests or limited liability company interests of Mortgagor), mortgaged, assigned, further encumbered or leased, whether directly or indirectly, whether voluntarily, involuntarily or by operation of law, in violation of the terms of the Loan Agreement and without the prior written consent of Mortgagee, **THEN** Mortgagee, in its sole discretion, may declare all Secured Obligations immediately due and payable.
- 5.11 **RELEASES, EXTENSIONS, MODIFICATIONS AND ADDITIONAL SECURITY.** Without notice to or the consent, approval or agreement of any persons or entities having any interest at any time in the Subject Property and Collateral or in any manner obligated under the Secured Obligations ("Interested Parties"), Mortgagee may, from time to time, release any person or entity from liability for the payment or performance of any Secured Obligation, take any action or make any agreement extending the maturity or otherwise altering the terms or increasing the amount of any Secured Obligation, or accept additional security or release all or a portion of the Subject Property and Collateral and other security for the Secured Obligations. None of the foregoing actions shall release or reduce the personal liability of any of said Interested Parties, or release or impair the priority of the lien of and security interests created by this Mortgage upon the Subject Property and Collateral.
- 5.12 **RELEASE OF ASSIGNMENT.** When this Mortgage has been fully discharged, the discharge shall operate as a reassignment of all future rents, issues and profits of the Subject Property to the person or persons legally entitled thereto.
- 5.13 **SUBROGATION.** Mortgagee shall be subrogated to the lien of all encumbrances, whether released of record or not, paid in whole or in part by Mortgagee pursuant to the Loan Documents or by the proceeds of any loan secured by this Mortgage.
- 5.14 **RIGHT OF INSPECTION.** After reasonable prior notice to Mortgagor, Mortgagee, its agents and employees, may enter the Subject Property at any reasonable time during normal business hours, subject to the rights of tenants, for the purpose of inspecting the Subject Property and Collateral and ascertaining Mortgagor's compliance with the terms hereof.

ARTICLE 6 DEFAULT PROVISIONS

- 6.1 **DEFAULT.** For all purposes hereof, the term "Default" shall mean the existence of any Event of Default as defined in the Loan Agreement.

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- 6.2 **RIGHTS AND REMEDIES**. At any time after Default, Mortgagee shall have all the following rights and remedies:
- (a) With or without notice, to declare all Secured Obligations immediately due and payable;
 - (b) With or without notice, but subject to the provisions of the Required Derivatives Contract, if so directed by the applicable Required Derivatives Provider, terminate any subject Required Derivatives Contract;
 - (c) With or without notice, and without releasing Mortgagor from any Secured Obligation, and without becoming a mortgagee in possession, to cure any breach or Default of Mortgagor and, in connection therewith, to enter upon the Subject Property and do such acts and things as Mortgagee deems necessary or desirable to protect the security hereof, including, without limitation: (i) to appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Mortgagee under this Mortgage; (ii) to pay, purchase, contest or compromise any encumbrance, charge, lien or claim of lien which, in the sole judgment of Mortgagee, is or may be senior in priority to this Mortgage, the judgment of Mortgagee being conclusive as between the parties hereto; (iii) to obtain insurance; (iv) to pay any premiums or charges with respect to insurance required to be carried under this Mortgage; or (v) to employ counsel, accountants, contractors and other appropriate persons;
 - (d) To commence and maintain an action or actions in any court of competent jurisdiction to foreclose this instrument or to obtain specific enforcement of the covenants of Mortgagor hereunder, and Mortgagor agrees that such covenants shall be specifically enforceable by injunction or any other appropriate equitable remedy and that for the purposes of any suit brought under this subparagraph, Mortgagor waives the defense of laches and any applicable statute of limitations;
 - (e) To apply to a court of competent jurisdiction for and obtain appointment of a receiver of the Subject Property as a matter of strict right and without regard to the adequacy of the security for the repayment of the Secured Obligations, the existence of a declaration that the Secured Obligations are immediately due and payable, or the filing of a notice of default, and Mortgagor hereby consents to such appointment;
 - (f) To enter upon, possess, manage and operate the Subject Property or any part thereof, to take and possess all documents, books, records, papers and accounts of Mortgagor or the then owner of the Subject Property, to make, terminate, enforce or modify Leases of the Subject Property upon such terms and conditions as Mortgagee deems proper, to make repairs,

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alterations and improvements to the Subject Property as necessary, in Mortgagee's sole judgment, to protect or enhance the security hereof;

(g) To resort to and realize upon the security hereunder and any other security now or later held by Mortgagee concurrently or successively and in one or several consolidated or independent judicial actions or lawfully taken non-judicial proceedings, or both, and to apply the proceeds received upon the Secured Obligations all in such order and manner as Mortgagee determines in its sole discretion;

(h) Upon sale of the Subject Property at any judicial foreclosure sale, Mortgagee may credit bid (as determined by Mortgagee in its sole and absolute discretion) all or any portion of the Secured Obligations. In determining such credit bid, Mortgagee may, but is not obligated to, take into account all or any of the following: (i) appraisals of the Subject Property as such appraisals may be discounted or adjusted by Mortgagee in its sole and absolute underwriting discretion; (ii) reasonable expenses and costs incurred by Mortgagee with respect to the Subject Property prior to foreclosure; (iii) reasonable expenses and costs which Mortgagee anticipates will be incurred with respect to the Subject Property after foreclosure, but prior to resale, including, without limitation, costs of structural reports and other due diligence, costs to carry the Subject Property prior to resale, costs of resale (e.g. commissions, attorneys' fees, and taxes), costs of any hazardous materials clean-up and monitoring, costs of deferred maintenance, repair, refurbishment and retrofit, costs of defending or settling litigation affecting the Subject Property, and lost opportunity costs (if any), including the time value of money during any anticipated holding period by Mortgagee; (iv) declining trends in real property values generally and with respect to properties similar to the Subject Property; (v) anticipated discounts upon resale of the Subject Property as a distressed or foreclosed property; (vi) the fact of additional collateral (if any), for the Secured Obligations; and (vii) such other factors or matters that Mortgagee (in its sole and absolute discretion) deems appropriate. In regard to the above, Mortgagor acknowledges and agrees that: (w) Mortgagee is not required to use any or all of the foregoing factors to determine the amount of its credit bid; (x) this Section does not impose upon Mortgagee any additional obligations that are not imposed by law at the time the credit bid is made; (y) the amount of Mortgagee's credit bid need not have any relation to any loan-to-value ratios specified in the Loan Documents or previously discussed between Mortgagor and Mortgagee; and (z) Mortgagee's credit bid may be (at Mortgagee's sole and absolute discretion) higher or lower than any appraised value of the Subject Property;

(i) Upon the completion of any foreclosure of all or a portion of the Subject Property, commence an action to recover any of the Secured Obligations that remains unpaid or unsatisfied;

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- (j) Exercise any and all remedies at law, equity, or under the Note, Mortgage or other Loan Documents for such Default.
- (k) Mortgagor acknowledges that the transaction of which this Mortgage is a part is a transaction that does not include either agricultural real estate (as defined in 735 ILCS 5/15-1201), or residential real estate, and to the fullest extent permitted by law, Mortgagor hereby voluntarily and knowingly waives its rights to reinstatement and redemption as allowed under 735 ILCS 5/15-1601(b) and the benefits of all present and future valuation, appraisal, homestead, exemption, stay, redemption and moratorium law under any state or federal law.

(l) Notwithstanding the provisions of this Section, any foreclosure of all or any portion of the lien of this Mortgage shall be in accordance with the Illinois Mortgage Foreclosure Act, 735 ILCS 5/15-1101 et seq., as from time to time amended.

- 6.3 **APPLICATION OF FORECLOSURE SALE PROCEEDS.** Except as may be otherwise required by applicable law, after deducting all reasonable costs, including, without limitation, cost of evidence of title and attorneys' fees in connection with sale and costs and expenses of sale and of any judicial proceeding wherein such sale may be made, all proceeds of any foreclosure sale shall be applied: (a) to payment of all sums expended by Mortgagee under the terms hereof and not then repaid, with accrued interest at the rate of interest specified in the Note to be applicable on or after maturity or acceleration of the Note; (b) to payment of all other Secured Obligations; and (c) the remainder, if any, to the person or persons legally entitled thereto.
- 6.4 **APPLICATION OF OTHER SUMS.** All sums received by Mortgagee under either of Section 6.2 or Section 3.2, less all reasonable costs and expenses incurred by Mortgagee or any receiver under either of Section 6.2 or Section 3.2, including, without limitation, attorneys' fees, shall be applied in payment of the Secured Obligations in such order as Mortgagee shall determine in its sole discretion; provided, however, Mortgagee shall have no liability for funds not actually received by Mortgagee.
- 6.5 **NO CURE OR WAIVER.** Neither Mortgagee's nor any receiver's entry upon and taking possession of all or any part of the Subject Property and Collateral, nor any collection of rents, issues, profits, insurance proceeds, condemnation proceeds or damages, other security or proceeds of other security, or other sums, nor the application of any collected sum to any Secured Obligation, nor the exercise or failure to exercise of any other right or remedy by Mortgagee or any receiver shall cure or waive any breach, Default or notice of default under this Mortgage, or nullify the effect of any notice of default or sale (unless all Secured Obligations then due have been paid and performed and Mortgagor has cured all other defaults), or impair the status of the security, or prejudice Mortgagee in the exercise of any right or remedy, or be construed as an affirmation by Mortgagee

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of any tenancy, lease or option or a subordination of the lien of or security interest created by this Mortgage.

- 6.6 **PAYMENT OF COSTS, EXPENSES AND ATTORNEYS' FEES.** Mortgagor agrees to pay to Mortgagee immediately and without demand all reasonable costs and expenses incurred by Mortgagee pursuant to Section 6.2 (including, without limitation, court costs and attorneys' fees, whether incurred in litigation or not) with interest from the date of expenditure until said sums have been paid at the rate of interest then applicable to the principal balance of the Note as specified therein.
- 6.7 **POWER TO FILE NOTICES AND CURE DEFAULTS.** Mortgagor hereby irrevocably appoints Mortgagee and its successors and assigns, as its attorney-in-fact, which agency is coupled with an interest, (a) during the existence of an Event of Default to execute and/or record any notices of completion, cessation of labor, or any other notices that Mortgagee deems appropriate to protect Mortgagee's interest, (b) upon the issuance of a deed pursuant to the foreclosure of the lien of this Mortgage or the delivery of a deed in lieu of foreclosure, to execute all instruments of assignment or further assurance with respect to the Subject Property and Collateral, Leases and Payments in favor of the grantee of any such deed, as may be necessary or desirable for such purpose, (c) to prepare, execute and file or record financing statements, continuation statements, applications for registration and like papers necessary to create, perfect or preserve Mortgagee's security interests and rights in or to any of the Subject Property and Collateral, and (d) during the existence of an Event of Default Mortgagee may perform any obligation of Mortgagor hereunder; provided, however, that: (i) Mortgagee as such attorney-in-fact shall only be accountable for such funds as are actually received by Mortgagee; and (ii) Mortgagee shall not be liable to Mortgagor or any other person or entity for any failure to act (whether such failure constitutes negligence) by Mortgagee under this Section, other than Mortgagee's gross negligence or willful misconduct.
- 6.8 **REMEDIES CUMULATIVE.** All rights and remedies of Mortgagee provided hereunder are cumulative and are in addition to all rights and remedies provided by applicable law (including specifically that of foreclosure of this Mortgage) or in any other agreements between Mortgagor and Mortgagee. No failure on the part of Mortgagee to exercise any of its rights hereunder arising upon any Default shall be construed to prejudice its rights upon the occurrence of any other or subsequent Default. No delay on the part of Mortgagee in exercising any such rights shall be construed to preclude it from the exercise thereof at any time while that Default is continuing. Mortgagee may enforce any one or more remedies or rights hereunder successively or concurrently. By accepting payment or performance of any of the Secured Obligations after its due date, Mortgagee shall not thereby waive the agreement contained herein that time is of the essence, nor shall Mortgagee waive either its right to require prompt payment or performance when due of the remainder of the Secured Obligations or its right to consider the failure to so pay or perform a Default.

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- 6.9 **MORTGAGEE'S RIGHT TO PROCURE INSURANCE.** Mortgagor acknowledges receipt of the following notice: "Unless you, The Realty Associates Fund VIII, L.P., provide evidence of the insurance coverage required by your agreement with us Wells Fargo Bank, National Association, as Administrative Agent, we may purchase insurance at your expense to protect our interests in your collateral after giving you any required notice and opportunity to cure as may be required in accordance with the Loan Documents. This insurance may, but need not, protect your interests. The coverage that we purchase may not pay any claim that you make or any claim that is made against you in connection with the collateral. You may later cancel any insurance purchased by us, but only after providing evidence that you have obtained insurance as required by our agreement. If we purchase insurance for the collateral, you will be responsible for the costs of that insurance, including the insurance premium, interest and any other charges we may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance may be added to your total outstanding balance or obligation. The costs of the insurance may be more than the cost of insurance you may be able to obtain on your own."

If Mortgagor fails to maintain any insurance required hereunder, Mortgagee may, but shall not be obligated to, purchase such required insurance at Mortgagor's expense to protect Mortgagee's interests in the Subject Property after giving Mortgagor any required notice and opportunity to cure as may be required in accordance with the Loan Documents. This insurance may, but need not, protect Mortgagor's interests in the Subject Property. The coverage that Mortgagee purchases shall not be required to pay any claim that the Mortgagor makes or any claim that is made against Mortgagor in connection with the Subject Property. Mortgagor may later cancel any insurance purchased by Mortgagee, but only after providing evidence that Mortgagor has obtained the insurance required hereunder.

If Mortgagee purchases insurance for the Subject Property, Mortgagor will be responsible for the costs of the insurance, including the insurance premium, interest thereon from the date of each such payment or expenditure at the then applicable rate under the Note and any other charges Mortgagee may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance obtained by Mortgagee may be more than the cost of insurance Mortgagor may be able to obtain on its own. Unless Mortgagee otherwise agrees in writing, Mortgagor shall pay to Mortgagee the full costs of such insurance, together with the accrued interest thereon and the other charges in connection therewith, within thirty (30) days after "Notice of Placement of Insurance" as required by applicable law.

ARTICLE 7 MISCELLANEOUS PROVISIONS

- 7.1 **ADDITIONAL PROVISIONS.** The Loan Documents contain or incorporate by reference the entire agreement of the parties with respect to matters contemplated

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herein and supersede all prior negotiations. The Loan Documents grant further rights to Mortgagee and contain further agreements and affirmative and negative covenants by Mortgagor which apply to this Mortgage and to the Subject Property and Collateral and such further rights and agreements are incorporated herein by this reference.

- 7.2 **MERGER.** No merger shall occur as a result of Mortgagee's acquiring any other estate in, or any other lien on, the Subject Property unless Mortgagee consents to a merger in writing.
- 7.3 **OBLIGATIONS OF MORTGAGOR, JOINT AND SEVERAL.** If more than one person has executed this Mortgage as "Mortgagor", the obligations of all such persons hereunder shall be joint and several.
- 7.4 **WAIVER OF MARSHALLING RIGHTS.** Mortgagor, for itself and for all parties claiming through or under Mortgagor, and for all parties who may acquire a lien on or interest in the Subject Property and Collateral, hereby waives all rights to have the Subject Property and Collateral and/or any other property which is now or later may be security for any Secured Obligation ("Other Property") marshalled upon any foreclosure of the lien of this Mortgage or on a foreclosure of any other lien or security interest against any security for any of the Secured Obligations. Mortgagee shall have the right to sell, and any court in which foreclosure proceedings may be brought shall have the right to order a sale of, the Subject Property and any or all of the Collateral or Other Property as a whole or in separate parcels, in any order that Mortgagee may designate.
- 7.5 **RULES OF CONSTRUCTION.** When the identity of the parties or other circumstances make it appropriate the masculine gender includes the feminine and/or neuter, and the singular number includes the plural. The term "Subject Property" and "Collateral" means all and any part of the Subject Property and Collateral, respectively, and any interest in the Subject Property and Collateral, respectively.
- 7.6 **SUCCESSORS IN INTEREST.** The terms, covenants, and conditions herein contained shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto; provided, however, that this Section 7.6 does not waive or modify the provisions of Section 5.10.
- 7.7 **EXECUTION IN COUNTERPARTS.** To facilitate execution, this document may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature or acknowledgment of, or on behalf of, each party, or that the signature of all persons required to bind any party, or the acknowledgment of such party, appear on each counterpart. All counterparts shall collectively constitute a single document. It shall not be necessary in making proof of this document to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, and the respective acknowledgments of, each of the parties hereto. Any signature or

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acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures or acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature or acknowledgment pages.

7.8 GOVERNING LAW; CONSENT TO JURISDICTION.

- (a) Substantial Relationship. It is understood and agreed that all of the Loan Documents were negotiated, executed and delivered in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transactions embodied by the Loan Documents.
- (b) Place of Delivery. Mortgagor agrees to furnish to Mortgagee at the Mortgagee's office in New York, New York, all further instruments, certifications and documents to be furnished hereunder.
- (c) Governing Law. This Mortgage, except as otherwise provided in Section 7.8(d), and each of the other Loan Documents shall in all respects be governed, construed, applied and enforced in accordance with the internal laws of the State of New York without regard to principles of conflicts of law.
- (d) Exceptions. Notwithstanding the foregoing choice of law:

Matters relating to the creation, perfection, priority and enforcement of the liens on and security interests in the Subject Property or other assets situated in Illinois, including by way of illustration, but not in limitation, actions for foreclosure, for injunctive relief, or for the appointment of a receiver, shall be governed by the laws of the State of Illinois;

Mortgagee shall comply with applicable law in the State of Illinois to the extent required by the law of such jurisdiction in connection with the foreclosure of the security interests and liens created under this Mortgage and the other Loan Documents with respect to the Subject Property or other assets situated in Illinois; and

Provisions of Federal law and the law of the State of Illinois shall apply in defining the terms Hazardous Materials, Environmental Laws and Legal Requirements applicable to the Subject Property as such terms are used in this Loan Agreement, the Environmental Indemnity and the other Loan Documents.

Nothing contained herein or any other provisions of the Loan Documents shall be construed to provide that the substantive laws of the State of Illinois shall apply to any parties' rights and obligations under any of the Loan Documents, which, except as expressly provided in clauses of this Section 7.8(d), are and shall continue to be governed by the substantive law of the State of New York, except as set forth in clauses of this Section 7.8 (d). In addition, the fact that portions of

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the Loan Documents may include provisions drafted to conform to the law of the State of Illinois is not intended, nor shall it be deemed, in any way, to derogate the choice of law as set forth or referred to in the Loan Agreement or in the other Loan Documents. The Mortgagor further agrees that the Mortgagee may enforce rights under the Loan Documents including, but not limited to, its rights to sue the Mortgagor or to collect any outstanding indebtedness in accordance with applicable law.

7.9 **INCORPORATION.** Exhibit A, as attached, is incorporated into this Mortgage by this reference.

7.10 **NOTICES.** All notices, demands or other communications required or permitted to be given pursuant to the provisions of this Mortgage shall be in writing and shall be considered as properly given if delivered personally or sent by certified mail, return receipt requested, or by Overnight Express Mail or by overnight commercial courier service, charges prepaid. Notices so sent shall be effective upon receipt at the address set forth below; provided, however, that non-receipt of any communication as the result of any change of address of which the sending party was not notified or as the result of a refusal to accept delivery shall be deemed receipt of such communication. For purposes of notice, the address of the parties shall be:

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Mortgagor:	The Realty Associates Fund VIII, L.P. c/o TA Associates Realty 28 State Street, 10 th Floor Boston, Massachusetts 02109 Attn: Scott L. Dalrymple
With a copy to:	Bingham McCutchen LLP 2020 K Street, NW Washington, D.C. 20006 Attn: Erica H. Weiss, Esquire
Mortgagee:	Wells Fargo Bank, National Association, Administrative Agent Real Estate Group (AU #01189) 101 Federal Street, 28 th Floor Boston, Massachusetts 02110 Attn: Kimberly A. Dail Loan #104472
With a copy to:	Wells Fargo Bank, National Association, Administrative Agent Real Estate Group (AU #01189) 101 Federal Street, 28 th Floor Boston, Massachusetts 02110 Attn: Loan Administration Manager
And with a copy to:	Riemer & Braunstein LLP Three Center Plaza Boston, Massachusetts 02108 Attention: Kevin J. Lyons

Any party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days notice to the other party in the manner set forth hereinabove. Mortgagor shall forward to Mortgagee, without delay, any notices, letters or other communications delivered to the Subject Property or to Mortgagor naming Mortgagee, "Lender" or any similar designation as addressee, or which could reasonably be deemed to affect the ability of Mortgagor to perform its obligations to Mortgagee under the Note or the Loan Agreement.

- 7.11 **LIMITATION OF LIABILITY**. The rights and remedies of Mortgagee under this Mortgage shall be subject to the limitation of liability provisions set forth in Section 10.11 of the Loan Agreement.

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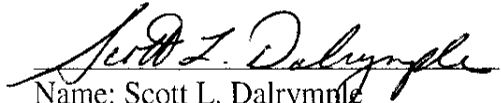
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IN WITNESS WHEREOF, Mortgagor has executed this Mortgage as of the day and year set forth above.

MORTGAGOR:

THE REALTY ASSOCIATES FUND VIII,
L.P., a Delaware limited partnership


By: Realty Associates Fund VIII LLC, a
Massachusetts limited liability
company, its General Partner

By: 
Name: Scott L. Dalrymple
Title: Senior Vice President

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledged before me this 15 day of January, 2010 by Scott L. Dalrymple, the Senior Vice President of Realty Associates Fund VIII LLC, a Massachusetts limited liability company, the General Partner of The Realty Associates Fund VIII, L.P., a Delaware limited partnership.


Notary Public

 **ALISON JOHNSON**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 25, 2013

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EXHIBIT A

DESCRIPTION OF SUBJECT PROPERTY

Exhibit A to Mortgage and Assignment of Rents and Leases by The Realty Associates Fund VIII, L.P., as Mortgagor for the benefit of Wells Fargo Bank, National Association, Administrative Agent, as Mortgagee, dated as of January 27, 2010.

All the certain real property located in the County of Cook, State of Illinois, described as follows:

River Road - 3708 (Tax ID # 12-22-100-163-0000)

PARCEL 1:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22, TOWNSHIP 10 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE 66-FOOT RIGHT OF WAY OF THE CHICAGO, MINNEAPOLIS AND SAULT SAINTE MARIE RAILWAY COMPANY; **EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:**

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 OF SAID FRACTIONAL SECTION 22 AFORESAID, WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN BLOCK 4 IN VOLK BROTHERS' RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON'S RESERVE AND FRACTIONAL SECTION 22 AFORESAID; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4, A DISTANCE OF 157.21 FEET TO THE POINT OF INTERSECTION WITH A LINE DRAWN 10.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE, AND ITS NORTHERLY EXTENSION OF MARTENS STREET, (BEING A LINE 33.00 FEET WEST OF AND PARALLEL WITH THE WEST LINE OF BLOCK 4) IN SAID VOLK BROTHERS' RIVER DRIVE ADDITION TO FRANKLIN PARK; THENCE NORTH 00 DEGREE, 16 MINUTES, 15 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG SAID LINE 10.00 FEET EAST OF AND PARALLEL TO A LINE 30.00 FEET NORTH OF AND PARALLEL WITH THE AFORESAID SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 157.29 FT TO THE NORTHERLY EXTENSION, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; **AND EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:**

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 22, AFORESAID; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE OF THEREOF, A DISTANCE OF 293.42 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE, A DISTANCE OF 179.93 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 1 IN BLOCK 4 IN VOLK BROTHERS' RIVER DRIVE ADDITION TO FRANKLIN PARK IN ROBINSON'S RESERVE AND FRACTIONAL SECTION 22, AFORESAID; THENCE NORTH 00 DEGREES, 07 MINUTES, 47 SECONDS WEST, A DISTANCE OF 30.00 FEET ALONG SAID NORTHERLY EXTENSION TO A LINE DRAWN 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 22; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST, ALONG SAID PARALLEL LINE, A DISTANCE OF 139.83 FEET; THENCE SOUTH 53 DEGREES, 14 MINUTES, 23 SECONDS EAST, A DISTANCE OF 50.13 FEET TO THE POINT OF BEGINNING; **AND EXCEPT THAT PART DESCRIBED AS FOLLOWS:**

BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST FRACTIONAL 1/4 OF SECTION 22 AFORESAID; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE SOUTH LINE THEREOF, A DISTANCE OF 293.42 FEET; THENCE NORTH 53 DEGREES, 14 MINUTES, 23 SECONDS WEST, A DISTANCE OF 50.13 FEET TO A LINE DRAWN 30.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST FRACTIONAL 1/4 OF THE FRACTIONAL SECTION 22; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 333.43 FEET TO THE EAST LINE OF SAID NORTHWEST FRACTIONAL 1/4; THENCE SOUTH 00 DEGREES, 16 MINUTES, 53 SECONDS EAST ALONG SAID EAST LINE, A DISTANCE OF 30.00 FT TO THE POINT OF BEGINNING **AND EXCEPT THAT PART**

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BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTHWEST FRACTIONAL 1/4 AFORESAID, WITH THE WEST LINE OF THE SOUTH SECTION OF ALEXANDER ROBINSON'S RESERVE IN TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AFORESAID; THENCE SOUTH 00 DEGREES, 16 MINUTES, 53 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 49.61 FEET TO A POINT ON A LINE DRAWN 608.50 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF THE NORTHWEST FRACTIONAL 1/4 AFORESAID; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG THE AFORESAID PARALLEL LINE, A DISTANCE OF 1096.78 FEET TO THE EASTERLY LINE OF THE 66-FOOT RIGHT OF WAY AFORESAID; THENCE NORTH 13 DEGREES, 01 MINUTES, 00 SECONDS WEST ALONG SAID EASTERLY LINE, A DISTANCE OF 51.85 FEET TO SAID NORTH LINE; THENCE SOUTH 89 DEGREES, 57 MINUTES, 12 SECONDS EAST ALONG SAID NORTH LINE, A DISTANCE OF 1108.21 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 3708 River Road
Franklin Park, IL 60131

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PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN OLD RIVER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY AND HSA-PCP O'HARE EAST I, LTD, A TEXAS LIMITED PARTNERSHIP DATED OCTOBER 25, 2000 AND RECORDED NOVEMBER 3, 2000 AS DOCUMENT 00868356 AND AMENDMENT TO AMENDED AND RESTATED RECIPROCAL EASEMENT AGREEMENT DATED AS OF JANUARY 28, 2005 AND RECORDED FEBRUARY 9, 2005 AS DOCUMENT 0504039062 MADE BY AND BETWEEN HSA-PCP O'HARE EAST I, LTD, A TEXAS LIMITED PARTNERSHIP AND OLD RIVER, LLC, AN ILLINOIS LIMITED LIABILITY COMPANY, INCLUDING THE FOLLOWING:

(A) 40-FOOT CROSS ACCESS EASEMENT AND AN ACCESS EASEMENT FOR PEDESTRIAN, VEHICULAR INGRESS AND EGRESS TO AND FROM IVANHOE ROAD AND RIVER ROAD, AS SHOWN ON EXHIBIT C ATTACHED THERETO, AS DEPICTED ON THAT CERTAIN ALTA/ASCM LAND TITLE SURVEY MAP PREPARED BY JOEL C. VIETTI, LAND SURVEYOR, WITH WEBSTER, MCGRATH & AHLBERG LTD., DATED JUNE 5, 2007, LAST REVISED ON JULY 10, 2007;

(B) TWO 10-FOOT WIDE STORM SEWER EASEMENTS AND DETENTION AND DRAINAGE EASEMENT OVER THOSE PORTIONS OF THE LAND, AS DESCRIBED ON EXHIBITS D-5 AND D-6 ATTACHED THERETO, AS ARE NECESSARY TO USE AND MAINTAIN THE STORM SEWERS, DRAINAGE DITCHES AND RETENTION POND AS SHOWN ON THAT CERTAIN ALTA/ASCM LAND TITLE SURVEY MAP PREPARED BY JOEL C. VIETTI, LAND SURVEYOR, WITH WEBSTER, MCGRATH & AHLBERG LTD., DATED JUNE 5, 2007, LAST REVISED ON JULY 10, 2007;

(C) WATER MAIN EASEMENTS UNDER AND THROUGH THOSE PORTIONS OF THE LAND, DESCRIBED ON EXHIBITS D-1, D-2 AND D-3 ATTACHED THERETO FOR THE MAINTENANCE OF CERTAIN WATER LINES TO BE LOCATED UNDERGROUND FOR THE PURPOSE OF SERVING THE LAND WITH WATER FOR DRINKING AND FOR SPRINKLING SYSTEMS, AS SHOWN ON THAT CERTAIN ALTA/ASCM LAND TITLE SURVEY MAP PREPARED BY JOEL C. VIETTI, LAND SURVEYOR, WITH WEBSTER, MCGRATH & AHLBERG LTD., DATED JUNE 5, 2007, LAST REVISED ON JULY 10, 2007.

(D) A PERPETUAL, NONEXCLUSIVE EASEMENT TO ERECT SIGNS OR HAVE A BUSINESS NAME, LOGO OR TRADEMARK ON WHATEVER SIGNS ARE MAINTAINED BY OLD RIVER, LLC, ITS SUCCESSORS AND ASSIGNS, AT THE ENTRY TO THE PARCEL OWNED BY OLD RIVER, ITS SUCCESSORS AND ASSIGNS,
 (D) A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER AND THROUGH THE LAND CONTAINED IN THE ACCESS EASEMENT DESCRIBED ABOVE, ONE AT A POINT APPROXIMATELY 915 FEET TO THE WEST OF RIVER ROAD, AND THE OTHER APPROXIMATELY 40 FEET TO THE SOUTH OF SUCH POINT, FOR THE PURPOSES OF ERECTING AND MAINTAINING TWO (2) SIGNS.

Includes Building Address: None. (Access/Drainage/Sign Easements)

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Phoenix - 901 (Tax ID # 06-25-209-002-0000)

Legal Description:

ALL OF LOT 2 IN PHOENIX LAKE BUSINESS PARK, BEING A RESUBDIVISION OF OUTLOTS "A", "B" AND "C" IN THE STREAMWOOD BUSINESS CENTRE SUBDIVISION PHASE 2, BEING A SUBDIVISION IN PART OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 19, 2001 AS DOCUMENT 0011204741 AND CERTIFICATE OF CORRECTION RECORDED MAY 15, 2002 AS DOCUMENT 0020555190, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 901 Phoenix Lake Avenue
Streamwood, IL 60107

Property of Cook County Clerk's Office

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1501-1555 Pratt Avenue (Tax ID # 08-34-401-017-0000)

LOT 275 (EXCEPT THE WEST 141.95 FEET THEREOF) IN CENTEX INDUSTRIAL PARK, UNIT NO. 156, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED RECORDED SEPTEMBER 15, 1971 AS DOCUMENT 21622688, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 1501-1555 Pratt Avenue
Elk Grove Village, IL 60007

Property of Cook County Clerk's Office

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1601 Pratt (Tax ID # 08-34-401-005-0000 and 08-34-401-002-0000)

PARCEL 1:

LOT 2 (EXCEPT THE NORTH 15 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 21, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 1963 AS DOCUMENT 18993325, IN COOK COUNTY, ILLINOIS.

Includes Building Address: Vacant. (Parking Lot)

PARCEL 2:

LOT 1 (EXCEPT THE NORTH 15 FEET THEREOF) IN CENTEX INDUSTRIAL PARK UNIT 20, BEING A SUBDIVISION IN SECTION 34, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 11, 1963 AS DOCUMENT 18850610, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 1601 Pratt Avenue
Elk Grove Village, IL 60007

UNOFFICIAL COPY

Fargo (Tax ID # 08-27-303-068-0000)

ALL OF LOT 362 IN CENTEX INDUSTRIAL PARK UNIT 218, BEING A SUBDIVISION IN SECTION 27, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED AUGUST 26, 1977 AS DOCUMENT 24075358, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 951 Fargo Avenue
Elk Grove Village, IL 60007

Property of Cook County Clerk's Office

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Addison (Tax ID # 12-19-400-056-0000)

THAT PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF FRACTIONAL SECTION 19,
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS:

COMMENCING AT A POINT IN THE NORTH LINE OF ADDISON STREET, WHICH IS 1036.00 FEET EAST OF THE NORTH AND SOUTH QUARTER SECTION LINE OF SAID SECTION 19, (SAID NORTH LINE OF ADDISON STREET FORMS A RIGHT ANGLE WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 19 AT A POINT, WHICH IS 2424.40 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF SAID SECTION 19) AND RUNNING THENCE NORTH PARALLEL TO THE NORTH AND SOUTH QUARTER SECTION LINE FOR DISTANCE OF 402.75 FEET TO A POINT; THENCE NORTH 81 DEGREES, 00 MINUTE, 10 SECONDS WEST FOR A DISTANCE OF 91.12 FEET TO A POINT IN THE SOUTH LINE OF RIGHT OF WAY OF CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY; THENCE SOUTH 89 DEGREES, 59 MINUTES, 13 SECONDS WEST ALONG SAID SOUTH LINE OF RIGHT OF WAY FOR A DISTANCE OF 164.99 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 88 DEGREES, 33 MINUTES, 17 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 40.01 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE SOUTH 89 DEGREES, 59 MINUTES, 13 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 34.85 FEET TO AN ANGLE IN SAID RIGHT OF WAY LINE; THENCE NORTH 83 DEGREES, 02 MINUTES, 08 SECONDS WEST ALONG SAID RIGHT OF WAY LINE FOR A DISTANCE OF 246.96 FEET TO A POINT; THENCE CONTINUING WESTERLY ALONG SAID RIGHT OF WAY LINE, SAID LINE BEING A CURVED LINE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 437.50 FEET FOR A DISTANCE OF 22.00 FEET TO A POINT, SAID CURVED LINE IS TANGENT TO A LINE, WHICH FORMS A DEFLECTION TO THE LEFT OF 06 DEGREES, 58 MINUTES, 39 SECONDS WITH LAST DESCRIBED STRAIGHT LINE; THENCE SOUTH 76 DEGREES, 50 MINUTES, 07 SECONDS EAST FOR A DISTANCE OF 154.01 FEET TO A POINT IN A LINE, WHICH IS 589.00 FEET EAST OF AND PARALLEL WITH SAID NORTH AND SOUTH QUARTER SECTION LINE; THENCE SOUTH ON SAID PARALLEL LINE FOR A DISTANCE OF 410.34 FEET TO A POINT IN THE NORTH LINE OF ADDISON STREET; THENCE EAST ALONG SAID NORTH LINE OF ADDISON STREET FOR A DISTANCE OF 447.00 FEET TO THE PLACE OF BEGINNING, IN COCK COUNTY, ILLINOIS.

Includes Building Address: 11440 West Addison Street
Franklin Park, IL 60131

UNOFFICIAL COPY

Mt. Prospect (Tax ID # 12-19-300-007-0000)

THE NORTH 445 FEET (EXCEPT THE EAST 200 FEET THEREOF AND EXCEPT THE WEST 33 FEET THEREOF) OF THE SOUTHWEST FRACTIONAL 1/4 OF FRACTIONAL SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Includes Building Address: 3501 West Mount Prospect Road
Franklin Park, IL 60131

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Madison (Tax ID # 15-17-201-033-0000 and 15-17-201-015-0000)

Parcel 1:

THAT PART OF LOT 3 IN NARCO-HILLSIDE CENTER FOR INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 900 FEET (MEASURED AT RIGHT ANGLES) OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON JUNE 2, 1972 AS DOCUMENT NO. LR2626962 AND RECORDED MAY 31, 1972 AS DOCUMENT NUMBER 21921622 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 3, TO A POINT WHICH IS 309.57 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE NORTH LINE OF SAID LOT 3 THEREOF); THENCE SOUTHERLY ALONG A LINE TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 3, WHICH IS 306.51 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 3 (AS MEASURED ALONG THE SOUTH LINE OF SAID LOT 3 THEREOF); THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 522.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 325.77 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 4160-4190 Madison Street
Hillside, IL 60162

Parcel 2:

ALL OF LOT 4 IN NARCO-HILLSIDE CENTER FOR INDUSTRY, BEING A SUBDIVISION OF PART OF THE NORTH 900 FEET (MEASURED AT RIGHT ANGLES) OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES ON JUNE 2, 1972 AS DOCUMENT NO. LR2626962 AND RECORDED MAY 31, 1972 AS DOCUMENT NUMBER 21921622, IN COOK COUNTY, ILLINOIS

Includes Building Address: None. (Vacant Land Reserved for Drainage Basin)

UNOFFICIAL COPY

Business Center Drive (Tax ID # 03-35-200-040-0000 and 03-35-200-041-0000)

ALL OF LOTS 604 AND 605 IN KENSINGTON CENTER-RESUBDIVISION NINETEEN, BEING A SUBDIVISION OF LOT 601 IN KENSINGTON CENTER-PHASE SIX, IN PART OF THE NORTH 1/2 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS PER PLAT FILED JULY 31, 1986 AS LR3536485, AND RECORDED AUGUST 1, 1986 AS DOCUMENT 86329077, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 1471 E. Business Center Drive
Mount Prospect, IL 60056

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Marshall (Tax ID # 008-25-200-009-0000)

ALL OF LOT 2 IN INTERCONTINENTAL INDUSTRIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF DES PLAINES, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 31, 1963 AS DOCUMENT 19011027, IN COOK COUNTY, ILLINOIS.

Includes Building Address: 1723 Marshall Drive
Des Plaines, IL 60016-1801

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