



Doc#: 1009141087 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/01/2010 03:02 PM Pg: 1 of 15

This Instrument Was Prepared By  
and When Recorded, Return to:

Morrison & Foerster LLP  
1290 Avenue of the Americas  
New York, New York 10104  
Attention: Chris Delson  
Ref: 60836-17  
PIN: 08-16-200-103

RETURN TO:  
Wanda Roberts  
Chicago Title  
830 E Main St FL 16  
Richmond, VA 23219

**FIRST AMENDMENT TO ASSIGNMENT OF  
LEASES AND RENTS: END USER LEASE**

This First Amendment to Assignment of Leases and Rents: End User Lease (this "Amendment") is made as of the 19th day of March, 2010 by SB ARLINGTON PROJECT CORPORATION, a Delaware corporation, having an office at c/o HDG Mansur Investment Services, Inc., 10 West Market Street, Suite 1200, Indianapolis, Indiana 46204, Attention: Fund Manager ("Assignor"), and SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation, having an office c/o Global Securitization Services, LLC, 68 South Service Road, Suite 120, Melville, New York 11747 ("Assignee").

**RECITAL**

WHEREAS, Assignee, as lessor, and Assignor, as lessee, are parties to that certain Second Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement dated as of June 30, 2006 (as heretofore amended, the "Existing Finance Lease");

WHEREAS, in connection with the execution and delivery of the Existing Finance Lease, Assignor executed and delivered to Assignee that certain Assignment of Leases and Rents: End User Lease as described on Schedule A attached hereto, as amended by that certain Omnibus Affirmation of Security Documents (Project Company) (the "Omnibus Affirmation") dated as of

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June 30, 2006 (as so amended and as the same may have been further amended, the "Existing ALR"; the Existing ALR as amended by this Amendment as the same may be further amended, restated, modified or supplemented and in effect from time to time being hereinafter called the "Assignment"), with respect to certain property more particularly described on Exhibit A attached hereto;

WHEREAS, concurrently with the execution and delivery of this Amendment, Assignee and Assignor are entering into a Third Amended and Restated Finance Lease (*Ijara*) and Purchase Option Agreement dated as of the date hereof (the "Amended and Restated Finance Lease") pursuant to which the Existing Finance Lease is being amended and restated (the Existing Finance Lease as so amended and restated and as further amended, restated, modified or supplemented and in effect from time to time being hereinafter called the "Finance Lease"); and

WHEREAS, as a condition to entering into the Amended and Restated Finance Lease, Assignee has required that the Existing ALR be amended pursuant to the terms and provisions of this Amendment to provide, among other things, that the Existing ALR shall secure the Existing Finance Lease, as amended and restated by the Amended and Restated Finance Lease.

NOW, THEREFORE, to induce Assignor to amend and restate the Existing Finance Lease and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee have agreed that the Existing ALR shall be hereby modified as follows:

1. Definitions. Each capitalized term used herein and not otherwise defined herein shall have the meaning assigned thereto in the Existing ALR. In addition, certain terms defined in the Existing ALR shall have the following meanings:

(a) any reference in the Existing ALR to the term "Assignment" shall mean the Assignment as defined herein;

(b) any reference in the Existing ALR to the term "Finance Lease" shall mean the Finance Lease as defined herein; and

(c) any reference in the Existing ALR to the term "Note" shall mean the Note as defined in Section 2(c) below.

2. Amendment. The Existing ALR is hereby amended as follows:

(a) The second, third and fourth paragraphs are hereby deleted in their entirety and the following substituted therefor:

"Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER to Assignee its entire interest in and to all current and future leases, subleases and other agreements (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Current and Future Leases") affecting the use, enjoyment or occupancy of all or any part of the Property, which Property includes that certain lot or piece of land, more

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particularly described in Exhibit A attached hereto and made a part hereof, including that certain lease between Assignor and SBC Services, Inc., a Delaware corporation (together with its successors and permitted assigns, "Tenant"), dated as of May 24, 1996, pursuant to which Tenant leased all or a portion of the Property owned by Assignee (such lease, together with all amendments, modifications, substitutions and replacements thereof, hereinafter being referred to as the "End User Lease") (but expressly excluding the Finance Lease and the other Project Documents), now or hereafter made affecting the Property or any portion thereof, together with any extensions or renewals of the same (all of the leases and other agreements described above, including the Current and Future Leases and the End User Lease, other than those excluded above, together with all other present and future leases and present and future agreements and the Lease Guaranties (as hereinafter defined), as the same may be amended, restated, extended, supplemented or otherwise modified from time to time, are hereinafter collectively referred to herein as the "Leases");

TOGETHER WITH all rents, income, issues, revenues and profits arising from the Leases, whether paid or accruing before or after the filing by or against Assignor of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code"), and renewals thereof and together with all rents, income, issues, revenues and profits from the use, enjoyment and occupancy of the Property (other than those arising pursuant to or in connection with the Finance Lease and the other Project Documents), (including, but not limited to, minimum rents, additional rents, percentage rents, deficiency rents, security deposits, room revenues and liquidated damages following default under the Leases, all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, all condemnation awards, all of Assignor's rights to recover monetary amounts from the Lessees (as hereinafter defined) in bankruptcy including, without limitation, rights of recovery for use and occupancy and damage claims arising out of Lease defaults or Events of Default, including rejection of any Lease, together with any sums of money that may now or at any time hereafter be or become due and payable to Assignor by virtue of any and all royalties, overriding royalties, bonuses, delay rentals and any other amount of any kind or character arising under any and all present and all future oil, gas and mining Leases covering the Property or any part thereof, and all proceeds and other amounts paid or owing to Assignor under or pursuant to any and all contracts and bonds relating to the construction, erection or renovation of the Property) (all of the rights described above and all sums due under any Lease Guaranties (and not arising under or pursuant to the Finance Lease and the other Project Documents) hereinafter collectively referred to as the "Rents");

TOGETHER WITH all of Assignor's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a Lessee of any Lease under the Bankruptcy Code;

TOGETHER WITH any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Assignor;

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TOGETHER WITH all proceeds from the sale or other disposition of the Leases, the Rents and the Bankruptcy Claims;

TOGETHER WITH all rights, powers, privileges, options and other benefits of Assignor as lessor under the Leases and beneficiary under the Lease Guaranties, including, without limitation, the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Project Company Obligations and to do all other things which Assignor or any lessor is or may become entitled to do under the Leases or the Lease Guaranties);

TOGETHER WITH the right, at Assignee's option, upon revocation of the license granted herein to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents;

TOGETHER WITH Assignor's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 2 of this Assignment and any or all other actions designated by Assignee for the proper management and preservation of the Property; and

TOGETHER WITH any and all other rights of Assignor in and to the items set forth above, and all amendments, modifications, replacements, renewals and substitutions thereof."

(b) Paragraph A is hereby deleted in its entirety and the following substituted therefor:

"A. The payment of the amounts evidenced by (i) that certain Basic (S) Rent Note dated as of March 19, 2010 made by Assignor to the order of Assignee in the principal sum of \$10,996,244 (as the same may be consolidated, severed, split, modified, amended or extended from time to time, the "Basic (S) Rent Note"), (ii) that certain Basic (M) Rent Note dated as of March 19, 2010 made by Assignor to the order of Assignee in the principal sum of \$559,391 (as the same may be consolidated, severed, split, modified, amended or extended from time to time, the "Basic (M) Rent Note"), (iii) that certain Basic (T) Rent Note dated as of March 19, 2010 made by Assignor to the order of Assignee in the principal sum of \$1,416,668 (as the same may be consolidated, severed, split, modified, amended or extended from time to time, the "Basic (T) Rent Note"; and together with the Basic (S) Rent Note and the Basic (M) Rent Note, individually and collectively, the "Note"), and the other Project Company Obligations, which Project Company Obligations are secured by, *inter alia*, the Finance Lease, the Understanding to Purchase and the Understanding to Sell (such agreements described above, together with the Note, are hereinafter collectively referred to as the "Obligation Documents").";

(c) Section 1, 2<sup>nd</sup> line is hereby modified by adding ", Lease Guaranties, Bankruptcy Claims" after "Leases" and before "and the Rents";

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(d) Section 2, 7<sup>th</sup> line, is hereby amended by adding the following phrase after “Property” and before “and”: “, having, holding, managing, leasing and operating the Property on such terms and for such period of time as Assignee may deem proper and suing for or otherwise collecting and receiving all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee”;

(e) Section 3, 30<sup>th</sup> and 31<sup>st</sup> lines, is hereby amended by deleting the term “Hazardous Substances” and substituting the following therefor: “Hazardous Materials”;

(f) Section 4 is hereby amended by (i) deleting the term ““Lessees”” in the 3<sup>rd</sup> line and substituting the following therefor: “individually a “Lessee” and collectively, the “Lessees”; in addition, Lessee or Lessees as used in this Section shall also include any and all Lease Guarantors” and (ii) deleting the phrase “a written request from Assignee to Lessees for the payment of Rents” in the 18<sup>th</sup> line and substituting the following therefor: “a Lease Event of Default”;

(g) The following new Section 7A is hereby added:

“7A. Bankruptcy

(a) Upon or at any time after the occurrence and during the continuance of a Lease Event of Default, Assignee shall have the right to proceed in its own name or in the name of Assignor in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Assignor, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Assignor a petition under the Bankruptcy Code, and Assignor, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Assignor shall give Assignee not less than ten (10) days’ prior notice of the date on which Assignor shall apply to the bankruptcy court for authority to reject the Lease. Assignee shall have the right, but not the obligation, to serve upon Assignor within such ten (10) day period a notice stating that (i) Assignee demands that Assignor assume and assign the Lease to Assignee pursuant to Section 365 of the Bankruptcy Code and (ii) Assignee covenants to cure or provide adequate assurance of future performance under the Lease. If Assignee serves upon Assignor the notice described in the preceding sentence, Assignor shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Assignee of the covenant provided for in clause (ii) of the preceding sentence.”

(h) Section 13 is hereby amended by (i) adding the following phrase at the end of the second sentence, before “.”: “, it being understood that Assignee has given a first

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priority assignment of this Assignment to the Financing Agent (S), a second priority assignment of this Assignment to the Financing Agent (M) and a third priority assignment of this Assignment to the Financing Agent (T) and (ii) adding the following phrase at the end of the third sentence, before “.”: “, including the Financing Agent”;

(i) Section 14 is deleted in its entirety and the following substituted therefor:

“14. Termination of Assignment. Upon Satisfaction of the Obligations without further act or deed, this Assignment shall become and be void and of no effect. Notwithstanding the foregoing, Assignee and any assignee of the Assignee agrees to execute and deliver such satisfaction, release or discharge (at Assignor’s sole cost and expense) as Assignor may reasonably request upon Satisfaction of the Obligations.”

(j) Section 17 is hereby amended by deleting the phrase “Section 169.5” and substituting the following therefor: “Section 3.1.6”;

(k) Section 18 is hereby amended by deleting the term “Loan Agreement” and substituting the following therefor: “Finance Lease”;

(l) the final paragraph is hereby amended by (i) adding the phrase “and Financing Agent and their respective successors and assigns” after “Assignee” and before “and” in the 1<sup>st</sup> line and (ii) deleting the phrase “owner of the Property” in the last line and substituting the following therefor: “lessee which is the direct lessee of the owner of the Property”; and

(m) Exhibit A is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

3. Confirmation and Restatement. Assignor hereby confirms and restates the grant to Assignee pursuant to the Existing ALR of the Leases and Rents. Nothing contained in this Amendment shall be construed as (a) a novation of the Project Company Obligations, (b) a release or waiver of all or any portion of the grant to Assignee of the Leases and Rents pursuant to the Existing ALR or (c) an impairment of the lien, charge or priority on the Existing ALR upon the Leases and Rents.

#### 4. Representations and Warranties.

(a) Assignor hereby represents and warrants that the representations and warranties made by it in the Existing ALR are true and correct in all material respects on and as of the date hereof as if made on and as of the date hereof and as if each reference therein to this “Assignment” included reference to the Existing ALR, as amended by this Amendment.

(b) Assignor has full power and authority to enter into this Amendment and perform its obligations hereunder, and Assignor’s execution and delivery of this Amendment has been duly authorized by all necessary corporate, partnership or limited liability company action. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any governmental authority or any other Person is necessary or required in connection with the execution, delivery or performance by Assignor of this Amendment other than in connection

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with perfecting security interests as provided in the Project Documents. This Amendment has been duly executed and delivered, and constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally, or by equitable principles relating to enforceability.

(c) As of the date hereof and immediately after giving effect to the Amended and Restated Finance Lease and the Project Documents as amended by the Amended Documents, this Amendment and the actions contemplated thereby, no Lease Default or Lease Event of Default has occurred and is continuing.

## 5. Miscellaneous.

(a) Controlling Provisions. In the event of any inconsistencies between the provisions of this Amendment and the provisions of any other Obligation Document, the provisions of this Amendment shall govern and prevail. Except as expressly amended, modified and supplemented by this Amendment, the Existing ALR shall remain unchanged and in full force and effect and is hereby ratified and confirmed.

(b) Further Assurances. At Assignee's request, Assignor shall promptly execute any other document or instrument and/or seek any consent or agreement from any third party that Assignee reasonably determines is necessary to evidence or further, or is otherwise relevant to, the intent of the parties, as set forth in this Amendment. At Assignee's request, Assignee shall promptly cause any of the holders of any equity interest in Assignee to execute any other document or instrument and/or diligently seek any consent or agreement from any third party that Assignee reasonably determines is necessary to evidence or further, or is otherwise relevant to, the intent of the parties, as set forth in this Amendment. Assignor hereby authorizes Assignee to file such amendments or supplements to any UCC Financing Statements filed in connection herewith, and to take such other actions as may be reasonably necessary, in order to continue and maintain the perfection of its Liens created under the Obligation Documents.

(c) Counterparts. This Amendment may be executed by one or more of the parties to this Amendment in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

(d) Successors and Assigns. The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(e) No Third Parties Benefited. This Amendment is made and entered into for the sole protection and legal benefit of Assignor, Assignee and Financing Agent and their permitted successors and assigns, and no other Person shall be a direct or indirect legal beneficiary of, or have any direct or indirect cause of action or claim in connection with, this Amendment or any of the other Obligation Documents. Neither Assignee nor Financing Agent shall have any obligation under this Amendment to any Person not a party to this Amendment or the other Project Documents.

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(f) APPLICABLE LAW. THIS AMENDMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

[Signature Page Follows]

Property of Cook County Clerk's Office

COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_

COOK COUNTY  
 RECORDER OF DEEDS  
 SCANNED BY \_\_\_\_\_



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IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

**ASSIGNOR:**

**SB ARLINGTON PROJECT CORPORATION,**  
a corporation incorporated under the laws  
of the State of Delaware


By: Jeffrey D. Haroldson  
Jeffrey D. Haroldson  
Vice President

Property of Cook County Clerk's Office  
COOK COUNTY  
RECORDER OF DEEDS  
SCANNED BY \_\_\_\_\_

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STATE OF New York )  
COUNTY OF New York ) ss.:

On March 15, 2010, before me, the undersigned, personally appeared Jeffrey D. Haroldson, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

  
Signature and Office of individual  
taking acknowledgement

PATRICIA PARISELLA  
Notary Public, State of New York  
No. 43-4960335  
Qualified in Richmond County  
Commission Expires April 15, 2011

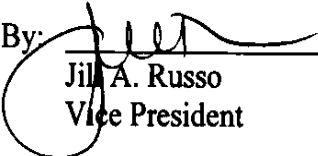
PROPERTY OF COOK COUNTY CLERK'S OFFICE  
COOK COUNTY  
RECORDED OF DEEDS  
SCANNED BY \_\_\_\_\_

Acknowledgement

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**ASSIGNEE:**

**SB ARLINGTON FUNDING COMPANY, INC.,**  
a corporation incorporated under the laws  
of the State of Delaware

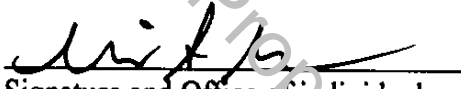
By:   
\_\_\_\_\_  
Jill A. Russo  
Vice President

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COOK COUNTY  
RETURN TO CLERK'S OFFICE  
SCANNED BY

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

On February 23, 2010, before me, the undersigned, personally appeared Jill A. Russo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that she executed the same in her capacity and that by her signature on the instrument the individual or the person upon behalf of which the individual acted executed the instrument.

  
\_\_\_\_\_  
Signature and Office of individual  
taking acknowledgement

Marie McAdory  
Notary Public, State of New York  
No. 01MC6212564  
Qualified in Kings County  
Commission Expires October 13, 2013

COOK COUNTY  
RECORDED OF DEEDS  
SCANNED BY

Property of Cook County Clerk's Office

Acknowledgement

**UNOFFICIAL COPY****EXHIBIT A****LEGAL DESCRIPTION**

ARLINGTON HEIGHTS, IL

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 54 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 2 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECONDS, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTES 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING) IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEL INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR 3218008 FOR

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INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

ALSO COMMONLY KNOWN AS 95 WEST ALGONQUIN ROAD, ARLINGTON HEIGHTS, COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER 08-16-200-103-0000.

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## Schedule A

Document:	Assignment of Leases and Rents: End User Lease
Date of Recording:	July 6, 2005
Assignor:	SB Arlington Project Corporation
Assignee:	SB Arlington Funding Company, Inc.
Recording Information:	Doc/Num: 0518702188
Recording Office:	Cook County, Illinois

PROPERTY OF COOK COUNTY  
CLERK'S OFFICE  
RECORDED BY DEEDS  
SCANNED BY \_\_\_\_\_

Schedule A