



Doc#: 1104522135 Fee: \$92.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/14/2011 03:30 PM Pg: 1 of 29

Instrument Prepared By

John R. Parks, Esq.
Bryan Cave LLP
One Atlantic Center
14th Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309

When Recorded Return To:
Chicago Title Insurance Company
171 North Clark Street
Chicago, Illinois 60601-2994
Attention: Mr. Gerald Castro

9
C. Castro, LLP, 21022545

ASSIGNMENT OF RENTS AND LEASES
(SECOND PRIORITY)
(ILLINOIS)

THIS ASSIGNMENT OF RENTS AND LEASES (SECOND PRIORITY) ("Assignment") is made and entered into as of February 3rd, 2011 by CJF2 LLC, a Delaware limited liability company ("Assignor"), with the address of c/o Mirvac Funds Management Limited, 2142 W. Potomac, Chicago, Illinois 60622, for the benefit of ING USA ANNUITY AND LIFE INSURANCE COMPANY, an Iowa corporation ("Assignee"), with the address of c/o ING Investment Management LLC, 5780 Powers Ferry Road, NW, Suite 300, Atlanta, Georgia 30327-4349.

WITNESSETH:

WHEREAS, Assignor has executed and delivered to Assignee that certain Limited Guaranty of even date herewith (as may from time to time be modified, extended, renewed, consolidated, restated or replaced, the "Guaranty"), with respect to the Affiliate Loan (as defined in that certain Loan Agreement of even date herewith between Assignor and Assignee, which Loan Agreement, as may from time to time be modified, extended, renewed, consolidated, restated or replaced, is hereinafter sometimes referred to as the "Loan Agreement") which provides, among other things, that subject to certain non-recourse limitations Assignor has unconditionally and irrevocably guaranteed unto Assignee the due, punctual and full payment and performance of, and covenants to Assignee to duly, punctually and fully pay and perform, and to be fully liable to Assignee for, the Guaranteed Obligations (as defined in the Guaranty), performance of which is secured, among other things, by Mortgages, Security Agreements, Financing Statements and Fixture Filings (Second Priority) dated of even date herewith (collectively "Assignor's Second Mortgage"), encumbering certain real estate described in Exhibit "A", attached hereto and hereby made a part hereof, and improvements and personalty thereon and related thereto (together, the "Premises"); and

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WHEREAS, the Guaranty has been executed and delivered as a condition to Assignee's obligation to make the loan (the "**Loan**") to Assignor pursuant to the Loan Agreement; and

WHEREAS, the Guaranty is secured by this Assignment, Assignor's Second Mortgage, and financing statements naming Assignor as debtor and Assignee as secured party (said documents, including the Guaranty, are hereinafter collectively referred to as the "**Loan Documents**"). Assignor has agreed to absolutely and unconditionally assign to Assignee all of Assignor's rights under and title to various leases affecting the Premises, including Assignor's rights in and title to the rents therefrom, subject only to the terms and conditions herein set forth.

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Assignor hereby agrees as follows:

1. Assignment of Leases. Assignor hereby presently assigns, transfers, grants and conveys unto Assignee, its successors and assigns, all leasehold estates of Assignor, as lessor, and all right, title and interest of Assignor in, to and under all existing and future leases, subleases, license agreements, concessions, tenancies and other use or occupancy agreements, whether oral or written, covering or affecting any or all of the Premises (but expressly excluding therefrom Assignor's interest as ground lessee in that certain premises leased by Assignor at 1710 Sherwin Avenue, Des Plaines, Illinois pursuant to that certain ground lease dated April 10, 2003 with Lawson Products, Inc. as ground lessor (the "**Lawson Products Ground Lease**") except as hereinafter provided), and all agreements for any use of, all or any part of the Premises, the buildings, fixtures and other improvements located thereon ("**Improvements**"), and all extensions, renewals and guaranties thereof and all amendments and supplements thereto (collectively, the "**Leases**"), subject to those certain first priority Assignments of Rents and Leases each dated of even date herewith from Assignor in favor of Assignee with respect to the Loan and the Premises (collectively the "**First Priority Assignment of Leases**"), including without limitation the following:

(a) any and all rents, revenues, issues, income, royalties, receipts, profits, contract rights, accounts receivable, general intangibles, and other amounts now or hereafter becoming due to Assignor in connection with or under the Leases (whether due for the letting of space, for services, materials or installations supplied by Assignor or for any other reason whatsoever), including without limitation all insurance, tax and other contributions, insurance proceeds, condemnation awards, damages following defaults by tenants under the Leases ("**Tenants**"), cash or securities deposited by Tenants to secure performance of their obligations under the Leases, and all other extraordinary receipts, and all proceeds thereof, both cash and non-cash (all of the foregoing being hereinafter collectively called the "**Rents**") and all rights to direct the payment of, make claim for, collect, receive and receipt for the Rents;

(b) all claims, rights, privileges and remedies on the part of Assignor, whether arising under the Leases or by statute or at law or in equity or otherwise, arising out of or in connection with any failure by any Tenant to pay the Rents or to perform any of its other obligations under its Lease;

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(c) all rights, powers and privileges of Assignor to exercise any election or option or to give or receive any notice, consent, waiver or approval under or with respect to the Leases; and

(d) all other claims, rights, powers, privileges and remedies of Assignor under or with respect to the Leases, including without limitation the right, power and privilege (but not the obligation) to do any and all acts, matters and other things that Assignor is entitled to do thereunder or with respect thereto.

Notwithstanding the foregoing, the provisions of this **Paragraph 1** shall be deemed to include an assignment of Assignor's right, title and interest in the Lawson Products Ground Lease (if and to the extent such right, title and interest may in the future (if at all) become assignable to Assignee as Collateral (as defined in the Loan Agreement) for the Loan, and if requested by Assignee to evidence such assignment, Assignor shall execute and deliver to Assignee written confirmation or documentation in form reasonably acceptable to Assignor and Assignee to confirm such assignment, as and to the extent the Lawson Products Lease is so then assignable.

2. Purpose of Assignment: Security. This Assignment is made for the purpose of securing Assignor's full and faithful (a) payment of the indebtedness (including any extensions or renewals thereof) evidenced by the Guaranty, (b) payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Loan Documents, and (c) performance and discharge of each and every term, covenant and condition contained in the Loan Documents. This Assignment is junior and subordinate (in terms of priority) to the First Priority Assignment of Leases. Any approval or consent of Assignee given under or pursuant to the First Priority Assignment of Rents and Leases shall be deemed approval or consent by Assignee under the provisions of this Assignment.

3. Assignor's Covenants. Assignor covenants and agrees with Assignee as follows:

(a) That the sole ownership of the entire lessor's interest in the Leases and the Rents is, and as to future Leases shall be, vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment other than the First Priority Assignment of Leases.

(b) That the Leases are and shall be valid and enforceable against the respective lessees thereunder in accordance with their terms. No Rents thereunder (except first month's rent, last month's rent and/or security deposits) have been collected more than one month in advance. None of the Leases entered into prior to the date hereof have been altered, modified, amended, terminated, cancelled, renewed or surrendered except as approved by Assignee or as permitted in Assignor's Second Mortgage. Except as approved by Assignee or as permitted in Assignor's Second Mortgage, none of the material terms and conditions of any Leases entered into prior to the date hereof have been waived in any manner which would have a Material Adverse Effect (as defined in the Loan Agreement).

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(c) All Leases entered into after the date hereof (i) shall be bona fide arms-length transactions with a third party, (ii) except for any leases that are gross or modified gross leases entered into in the ordinary course of Assignor's business, shall provide that the tenant pay a pro rata share (based on square footage of space) of, or increases in, taxes, insurance or other operating expenses, and (iii) shall be on a form approved by Assignee (which approval has not been previously revoked by Assignee as hereinafter provided). Assignee will, at the request of Assignor, approve a form of lease satisfactory to Assignee, but Assignee shall have the right subsequently to revoke such approval upon thirty (30) days prior written notice to Assignor of its election to do so. In the event of any such revocation or approval, Assignor shall not enter into any Lease without the prior written approval of Assignee unless Assignee has approved a revised form of lease satisfactory to it in its reasonable discretion. If Assignor submits to Assignee a proposed Lease for which Assignor's consent is required hereunder, Assignee shall advise Assignor whether such Lease has been approved or disapproved as soon as reasonably practical but in no event later than five (5) days after receipt thereof.

(d) All Leases entered into prior to the date hereof that are by their terms automatically subordinate to the Assignor's Second Mortgage may be altered, modified, amended, terminated, cancelled, extended, renewed or surrendered without the approval of Assignee and Assignor may waive any term or condition thereunder and consent to any assignment or subletting by the lessee thereunder without the approval of Assignee. All (i) Leases entered into prior to the date hereof which are not by their terms automatically subordinate to the Assignor's Second Mortgage and (ii) all Leases for which Assignee executes a subordination, non-disturbance and attornment agreement, shall not be altered, modified, amended, terminated (unless the tenant thereunder is in default under such Lease or unless the tenant thereunder exercises an early termination right set forth in such Lease), cancelled (unless the tenant thereunder is in default under such Lease), extended (other than an extension right set forth in such Lease), renewed (other than a renewal right set forth in such Lease) or surrendered (unless the tenant thereunder is in default under such Lease), nor any material terms and conditions thereof waived in any manner which would have a Material Adverse Effect, nor shall Assignor consent to any assignment or subletting by any lessee thereunder (unless required by the terms of such Lease) without the prior written approval of Assignee, which approval shall not be unreasonably withheld. If Assignor submits to Assignee a proposed alteration, modification, amendment, termination, cancellation, extension, renewal, surrender, sublet, assignment and/or waiver for which Assignor's consent is required hereunder, Assignee shall advise Assignor whether such matter has been approved or disapproved as soon as reasonably practical but in no event later than five (5) days after receipt thereof.

(e) Assignor shall not collect any Rents under Leases more than one month in advance (other than first month's rent, last month's rent and security deposit).

(f) To Assignor's knowledge (as hereinafter defined), Assignor is not in default under any Lease of which Assignor has received written notice from the tenant under such Lease which default has not been cured within any applicable cure period unless such default would not permit the tenant to terminate the Lease or if the tenant has such a to terminate the Lease, such termination would not have a Material Adverse Effect. To Assignor's knowledge, and except as otherwise disclosed in that certain Certificate of Borrower delivered by Assignor to Assignee of near or even date herewith in connection with the Loan, there are no defaults under any of the

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Leases on the part of any other party to any Lease which have not been cured within any applicable notice and cure period and which defaults would have a Material Adverse Effect. As used in this Assignment, the phrase “**the knowledge of Assignor**” or “**to Assignor’s knowledge**” (or words of similar import used) shall be deemed to mean, without inquiry, the current actual knowledge only, and not the implied, imputed or constructive knowledge, of Mr. Nicholas M. Blake, Vice President of Mirvac Chicago Industrial, LLC, Sole Member of Borrower and Mr. Thomas Dike as agent of Assignor, after consultation with the property manager of the Premises (“**Borrower’s Property Manager**”). Except for the obligation to consult with Borrower’s Property Manager, neither Mr. Blake nor Mr. Dike shall be obligated to conduct any independent investigation, and no implied duty to investigate shall be imputed. Nothing contained in this Assignment shall be deemed to impose any personal liability of any kind on any person named in this **Section 3(d)**.

(g) That Assignor shall give prompt notice to Assignee of any written notice received by Assignor from a lessee under a Lease claiming that a default has occurred under such Lease on the part of the Assignor if (1) such default would allow the lessee to terminate the Lease pursuant to the terms of the Lease; and (2) such termination would have a Material Adverse Effect.

(h) That Assignor will not permit Assignor’s interest in any Lease or any part thereof to become subordinate to any lien other than the lien of real estate taxes not yet due and payable, and the lien of Assignor’s Second Mortgage and the first priority Mortgages, Security Agreements, Financing Statements and Fixture Filings dated of even date herewith by Assignor in favor of Assignee securing the Loan. Notwithstanding the foregoing, if requested by a tenant, Assignor may execute a landlord’s subordination agreement in form and substance acceptable to Assignor, subordinating landlord’s lien on such tenant’s personalty to such lender.

(i) That there shall be no merger of the Leases, or any of them, by reason of the fact that Assignor may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate

4. Absolute Assignment/License to Collect Rents. This Assignment is entered into for the purpose of absolutely assigning the Leases and the Rents to Assignee as additional collateral for the Guaranteed Obligations (as that term is defined in the Guaranty) and such Assignment is choate on the date hereof. Notwithstanding the foregoing, so long as no Event of Default, as hereinafter defined, shall have occurred and be continuing, Assignor shall have a license, terminable by the Assignee upon any Event of Default, to collect the Rents accruing from the Premises on or after, but in no event more than one (1) month in advance of, the respective dates set forth in the Leases on which the Rents become due (except for the first months’ rent, the last months’ rent and/or security deposits), and to hold the Rents as a trust fund for the uses and purposes more particularly described in Assignor’s Second Mortgage. Upon the occurrence of an Event of Default which shall be continuing, the license granted to the Assignor shall be automatically and immediately revoked without notice to the Assignor. Upon the revocation of such license the Assignee may at its option give Tenants a written notice (a “**Tenant Notice**”) requesting the Tenants to pay all Rents and other amounts due under the Leases directly to Assignee and to perform any of the Tenants’ respective obligations under the Leases for the benefit of Assignee.

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5. Assignee's Powers and Rights. At any time during the term of the Loan or Assignor's Second Mortgage, Assignee may, at its option upon or after an Event of Default which is continuing and after giving a Tenant Notice, receive and collect all of the Rents as they become due. Assignee shall thereafter continue to receive and collect all of the Rents, as long as Assignee deems such receipt and collection to be necessary or desirable, in Assignee's sole discretion.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the occurrence of an Event of Default which is continuing and after the giving of a Tenant Notice, to demand, collect, receive and give complete acquittance for any and all Rents and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the Rents. Tenants are hereby expressly authorized and directed to pay all Rents and any other amounts due Assignor pursuant to the Leases or otherwise, to Assignee, or such nominee as Assignee may designate in a Tenant Notice delivered to such Tenants, and the Tenants are expressly relieved of any and all duty, liability or obligation to Assignor with respect to all payments so made.

From and after the occurrence of an Event of Default and after the giving of a Tenant Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by Assignee necessary or proper to enforce this Assignment and to collect the Rents assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor herein grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after the occurrence of an Event of Default and after the giving of a Tenant Notice, without further notice to Assignor, with full power to use and apply all of the Rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the reasonable out-of-pocket costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due (and all other amounts due under the Assignor's Second Mortgage) from Assignor to Assignee on the Affiliate Note (as that term is defined in Assignor's Second Mortgage), all in such order as Assignee may reasonably determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to

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make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any Tenant or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Tenant, licensee, employee or stranger. If Assignor shall fail to pay, perform or observe any of its covenants or agreements hereunder, Assignee may pay, perform or observe the same and collect the reasonable out-of-pocket cost thereof from Assignor.

6. Assignee Not Liable; Indemnification. Anything contained herein or in any of the Leases to the contrary notwithstanding: (a) Assignor shall at all times remain solely liable under the Leases to perform all of the obligations of Assignor thereunder to the same extent as if this Assignment had not been executed; (b) neither this Assignment nor any action or inaction on the part of Assignor or Assignee shall release Assignor from any of its obligations under the Leases or constitute an assumption of any such obligations by Assignee; and (c) Assignee shall not have any obligation or liability under the Leases or otherwise by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to make any payment or perform any other obligation of Assignor under or pursuant to the Leases, or to make any inquiry as to the nature or sufficiency of any payment received by Assignee, or to present or file any claim, or to take any action to collect or enforce the payment of any amounts which have been assigned to Assignee or to which it may be entitled at any time or times. To the extent permitted by applicable law, Assignor shall and does hereby agree to indemnify Assignee and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may or might incur, and from and against any and all claims and demands whatsoever which may be asserted against Assignee, in connection with or with respect to the Leases or this Assignment, whether by reason of any alleged obligation or undertaking on Assignee's part to perform or discharge any of the covenants or agreements contained in the Leases or otherwise but expressly excluding therefrom any liability, loss, damage, claims and demands caused by or arising out of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage in connection with or with respect to the Leases or this Assignment, or in the defense of any such claims or demands, the amount thereof, including reasonable out-of-pocket costs, expenses and reasonable attorneys' fees, shall be paid by Assignor to Assignee immediately upon demand, together with interest thereon from the date of advancement at the Default Rate (as defined in the Affiliate Note) until paid.

7. Mortgage Foreclosure. Upon foreclosure of the lien and interest of the Assignor's Second Mortgage and sale of the Premises pursuant thereto, or delivery and acceptance of a deed in lieu of foreclosure, all right, title and interest of Assignor in, to and under the Leases shall thereupon vest in and become the absolute property of the purchaser of the Premises in such foreclosure proceeding, or the grantee in such deed, without any further act or assignment by Assignor. Nevertheless, Assignor shall, within ten (10) Business Days after receipt of written request therefor, execute, acknowledge and deliver from time to time such further instruments and assurances as Assignee may require in connection therewith and hereby irrevocably appoints Assignee the attorney-in-fact of Assignor in its name and stead to execute all appropriate instruments of transfer or assignment, or any instrument of further assurance, as Assignee may deem necessary or desirable, and Assignee may substitute one or more persons with like power,

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Assignor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof.

8. Non-Waiver. Waiver or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

9. Rights and Remedies Cumulative. The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Loan Documents, or at law or in equity.

10. Severability. If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the full extent permitted by law.

11. Notices.

(a) All notices, demands, requests, and other communications desired or required to be given hereunder ("**Notices**"), shall be in writing and shall be given by: (i) hand delivery to the address for Notices; (ii) delivery by overnight courier service to the address for Notices; or (iii) sending the same by United States mail, postage prepaid, certified mail, return receipt requested, addressed to the address for Notices.

(b) All Notices shall be deemed given and effective upon the earlier to occur of: (x) the hand delivery of such Notice to the address for Notices; (y) one Business Day after the deposit of such Notice with an overnight courier service by the time deadline for next day delivery addressed to the address for Notices; or (z) three Business Days after depositing the Notice in the United States mail as set forth in (a)(iii) above. All Notices shall be addressed to the following addresses:

Assignor: CJF2 LLC
 c/o Mirvac Funds Management Limited
 2142 W. Potomac
 Chicago, Illinois 60622
 Attention: Mr. Nicholas M. Blake, Trust Manager

and to: Quadrant Real Estate Advisors LLC
 12735 Morris Road, Suite 100
 Alpharetta, Georgia 30004
 Attention: J. David Morris

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With a copy to: Wildman Harrold Allen & Dixon LLP
225 W. Wacker Drive, Suite 2800
Chicago, Illinois 60606
Attention: Kathleen M. Gilligan, Esq.

Assignee: ING USA Annuity and Life Insurance Company
c/o ING Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Mortgage Loan Servicing Department

and to ING Investment Management LLC
5780 Powers Ferry Road, NW, Suite 300
Atlanta, Georgia 30327-4349
Attention: Real Estate Law Department

With a copy to: Bryan Cave LLP
One Atlantic Center
Fourteenth Floor
1201 West Peachtree Street, NW
Atlanta, Georgia 30309-3488
Attention: John R. Parks, Esq.

or to such other persons or at such other place as any party hereto may by Notice designate as a place for service of Notice. Provided, that the "copy to" Notice to be given as set forth above is a courtesy copy only; and a Notice given to such person is not sufficient to effect giving a Notice to the principal party, nor does a failure to give such a courtesy copy of a Notice constitute a failure to give Notice to the principal party.

12. Heirs, Successors and Assigns. The terms "Assignor" and "Assignee" shall be construed to include the respective heirs, personal representatives, successors and assigns of Assignor and Assignee. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

13. Amendment. This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

14. Captions. The captions or headings preceding the text of the Paragraphs of this Assignment are inserted only for convenience of reference and shall not constitute a part of this Assignment, nor shall they in any way affect its meaning, construction or effect.

15. Termination of Assignment. Upon payment in full of the indebtedness described in Paragraph 2, this Assignment shall terminate and be void and of no force or effect, and

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Assignee shall release its lien on the Rents and Leases, Assignor hereby agreeing to reimburse Assignee for all of Assignee's reasonable out-of-pocket costs and expenses related to such release.

16. Choice of Law. The validity and interpretation of this Assignment shall be construed in accordance with the laws (excluding conflicts of laws rules) of the State of Illinois.

17. Event of Default. As used herein, "*Event of Default*" means the failure of Assignor to comply with any term or provision of this Assignment within the time specified herein or the occurrence of an event which constitutes an Event of Default as defined in the Guaranty, Assignor's Second Mortgage, or any of the other Loan Documents. Any Event of Default hereunder shall constitute an Event of Default under each and all of the other Loan Documents.

18. Exculpatory. The liability of Assignor personally to pay any indebtedness or obligation accruing or arising under the Guaranty or hereunder is limited to the extent set forth in the Guaranty.

19. Integration. This Assignment, together with the other Loan Documents, constitutes the entire agreement between the parties hereto pertaining to the subject matters hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

20. Time of Essence. Time is of the essence in the performance of this Assignment.

21. **WAIVER OF JURY TRIAL.** (A) THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS ASSIGNMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

(B) FURTHER, ASSIGNOR AND ASSIGNEE ALSO AGREE THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS ASSIGNMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT OR TO ENFORCE ANY JUDGMENT OBTAINED AGAINST ASSIGNEE OR ASSIGNOR, AS THE CASE MAY BE, IN CONNECTION WITH THIS ASSIGNMENT SHALL BE BROUGHT IN ANY STATE

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OR FEDERAL COURT SITTING IN COOK COUNTY, ILLINOIS OR ANY OTHER STATE OR FEDERAL COURT IN WHICH THE PREMISES IS LOCATED. ASSIGNOR AND ASSIGNEE EACH IRREVOCABLY SUBMITS TO THE JURISDICTION OF THE AFORESAID STATE AND FEDERAL COURTS, AND IRREVOCABLY WAIVES ANY PRESENT OR FUTURE OBJECTION TO VENUE IN ANY SUCH COURT, AND ANY PRESENT OR FUTURE CLAIM THAT ANY SUCH COURT IS AN INCONVENIENT FORUM, IN CONNECTION WITH ANY ACTION OR PROCEEDING RELATING TO THIS ASSIGNMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT.

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Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of the date first above written, and acknowledges receipt of a copy hereof at the time of execution.

ASSIGNOR:

CJF2 LLC, a Delaware limited liability company

By: Mirvac Chicago Industrial LLC, a
Delaware limited liability company,
Sole Member

By: *N. Blake*
Name: Nicholas Blake
Title: Vice President

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Nicholas Blake, who is the Vice Pres of Mirvac Chicago Industrial LLC, a Delaware limited liability company, the Sole Member of **CJF2 LLC**, a Delaware limited liability company (the "Company"), on behalf of said Company, who is personally known to me or who has produced Drivers License as identification, and who executed the foregoing instrument, and duly acknowledged before me that he executed the same for the purposes therein contained as the act and deed of said Company.

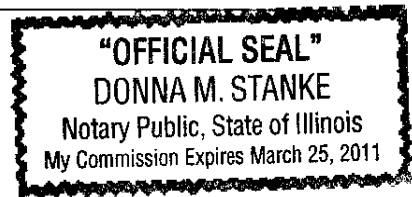
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the jurisdiction last aforesaid this 21 day of January, A.D. 2011.

[Signature]
Print Name: _____
NOTARY PUBLIC, State of _____

MY COMMISSION EXPIRES:

[AFFIX NOTARIAL SEAL]

#6116456 v4 - 2nd Assignment of Rents and Leases - CJF2 (IL)



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EXHIBIT A

Site 1

LOT 1 IN FREEPORT LINCOLN PARK, STEPHENSON COUNTY, ILLINOIS; ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 6, 2000 IN BOOK M OF PLATS, PAGES 127-127C AS DOCUMENT NO. 9202.

Site 2

LOT 2 IN HAWTHORN INDUSTRIAL CENTER-GURNEE UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 45 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 12, 1977 AS DOCUMENT 1849929, IN BOOK 61 OF PLATS, PAGE 2, IN LAKE COUNTY, ILLINOIS.

Site 3

PARCEL 1:

LOT 12 (EXCEPT THAT PART LYING EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 50 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD) AND LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THAT PART OF SAID LOTS 12 AND 13 BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13, A DISTANCE OF 499.37 FEET; THENCE SOUTH 90 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 22 DEGREES 07 MINUTES 30 SECONDS EAST ON SAID WESTERLY LINE 68.33 FEET TO ITS POINT OF INTERSECTION WITH THE EAST LINE OF SAID LOT 13; THENCE SOUTH ON SAID EAST LINE 432.50 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN DECLARATION DATED MAY 30, 1978 AND RECORDED JUNE 7, 1978 AS DOCUMENT NUMBER 24480801, AND AS CREATED BY DEED FROM THOMAS INTERNATIONAL CORPORATION TO THOMAS SCHROEDEC DATED JUNE 9, 1978 AND RECORDED JUNE 12, 1978 AS DOCUMENT NUMBER 24486750, FOR INGRESS AND EGRESS OVER AND UPON A STRIP OF LAND 24 FEET IN WIDTH LYING 12 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTER LINE AND SAID STRIP OF LAND BEING A PART OF LOT 12 (EXCEPT THAT PART THEREOF LYING

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EASTERLY OF THE WESTERLY LINE OF LEHIGH AVENUE, BEING A LINE 60 FEET WESTERLY OF AND PARALLEL WITH THE WESTERLY RIGHT OF WAY LINE OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD) AND THAT PART OF LOT 13 (EXCEPT THAT PART THEREOF LYING SOUTH OF THE NORTH LINE OF THE SOUTH 340 FEET THEREOF AND EAST OF A LINE 35 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID LOT 13) ALL IN CHARLES MC DONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF FRACTIONAL SECTION 29, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT IN THE EAST LINE OF SAID LOT 13 WHICH IS 340 FEET NORTH OF THE SOUTH EAST CORNER OF SAID LOT 13; THENCE RUNNING SOUTH 89 DEGREES 11 MINUTES 45 SECONDS WEST ON THE NORTH LINE OF SAID SOUTH 340 FEET OF LOT 13 A DISTANCE OF 254.65 FEET TO A POINT OF BEGINNING OF THE CENTER LINE OF SAID 24 FOOT STRIP OF LAND, TO WIT: THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID LOT 13 A DISTANCE OF 499.37 FEET; THENCE SOUTH 20 DEGREES EAST 228.89 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY LINE OF SAID LEHIGH AVENUE, SAID POINT BEING THE TERMINATION OF SAID CENTER LINE OF SAID 24 FOOT STRIP OF LAND AND SAID POINT BEING NORTH 22 DEGREES 07 MINUTES 30 SECONDS WEST 68.33 FEET FROM THE POINT OF INTERSECTION OF SAID WESTERLY LINE OF LEHIGH AVENUE WITH THE EAST LINE OF SAID LOT 13 (EXCEPT THAT PART FALLING IN PARCEL 1) IN COOK COUNTY, ILLINOIS.

Site 4

THE SOUTH 440.018 FEET OF THE NORTH 1636.066 FEET (BOTH AS MEASURED ALONG THE EAST LINE THEREOF) OF THE WEST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 733.21 FEET AND THE EAST 40.0 FEET THEREOF (BOTH AS MEASURED PERPENDICULARLY TO THE WEST LINE AND EAST LINE OF SAID WEST 1/2 RESPECTIVELY), IN COOK COUNTY, ILLINOIS.

Site 5

THE EAST 370 FEET OF THE WEST 801.72 FEET OF LOT 24

EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS::

BEGINNING AT THE INTERSECTION OF THE WEST LINE OF SAID EAST 370 FEET AND THE SOUTH LINE OF SAID LOT 24; THENCE NORTH ALONG SAID WEST LINE A DISTANCE OF 15 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 175.64 FEET TO A POINT ON SAID SOUTH LINE, DISTANT 175 FEET EAST OF SAID WEST LINE OF SAID EAST 370 FEET; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING) IN CENTEX INDUSTRIAL PARK UNIT NO. 5 BEING A SUBDIVISION IN SECTION 35, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1960 AS DOCUMENT 17976174 AND FILED SEPTEMBER 28, 1960 AS DOCUMENT LR1944839 IN COOK COUNTY, ILLINOIS.

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Site 6

LOT 1 IN THE ASSESSMENT PLAT OF LOT 1 IN NAPERVILLE CENTER FOR COMMERCE AND INDUSTRY UNIT NO. 8 BEING A SUBDIVISION IN SECTION 8, TOWNSHIP 38 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED DECEMBER 23, 2005 AS DOCUMENT R2005-283278, IN DU PAGE COUNTY, ILLINOIS

Site 7

PARCEL 1

THAT PART OF LOT 2 OF THE ALEXANDER FERGUSON FARM IN THE EAST 1/2 OF SECTION 4 AND THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1943 AS DOCUMENT 456920 IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF DIEHL ROAD AND THE WESTERLY LINE OF SAID LOT 2 OF THE ALEXANDER FERGUSON FARM AND RUNNING THENCE NORTH 88 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG THE CENTER LINE OF DIEHL ROAD AS MONUMENTED AND OCCUPIED, 1419.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 702.12 FEET, TO THE POINT OF BEGINNING; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 548.88 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH SAID WEST LINE OF LOT 2, A DISTANCE OF 551.62 FEET; THENCE NORTH 76 DEGREES 55 MINUTES 30 SECONDS EAST, 23.24 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 28 SECONDS EAST, 531.11 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2, A DISTANCE OF 100.08 FEET; THENCE SOUTH 37 DEGREES 01 MINUTE 18 SECONDS EAST, 216.67 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH SAID WESTERLY LINE OF LOT 2 A DISTANCE OF 142.37 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 115.0 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 34 SECONDS WEST, 21.21 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2, A DISTANCE OF 197.88 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS.

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DEDICATION, TRANSFER, ASSIGNMENT AND QUITCLAIM OF STORM WATER RETENTION POND MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 18, 1985 AND KNOWN AS TRUST NUMBER 110535 TO THE CITY OF NAPERVILLE RECORDED JANUARY 26, 1988 AS DOCUMENT R88-008521 AND CORRECTION RECORDED ON JUNE 15, 1988 AS DOCUMENT R88-062420 OVER THE FOLLOWING DESCRIBED LAND, TO-WIT:

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THAT PART OF LOT 2 OF THE ALEXANDER FERGUSON FARM IN THE EAST 1/2 OF SECTION 4 AND THE WEST 1/2 OF SECTION 3, TOWNSHIP 38 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 16, 1943 AS DOCUMENT 456920 IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF DIEHL ROAD AND THE WESTERLY LINE OF SAID LOT 2 OF THE ALEXANDER FERGUSON FARM AND RUNNING THENCE NORTH 88 DEGREES 02 MINUTES 36 SECONDS EAST, ALONG THE CENTER LINE OF DIEHL ROAD AS MONUMENTED AND OCCUPIED, 1419.00 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF SAID LOT 2, A DISTANCE OF 900.00 FEET; THENCE NORTH 44 DEGREES 50 MINUTES 54 SECONDS EAST, 21.21 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 54 SECONDS EAST, 115.00 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE SAID WESTERLY LINE OF LOT 2, A DISTANCE OF 142.37 FEET; THENCE NORTH 37 DEGREES 01 MINUTE 18 SECONDS WEST, 216.67 FEET; THENCE NORTH 00 DEGREES 09 MINUTES 06 SECONDS WEST, PARALLEL WITH THE AFORESAID WESTERLY LINE OF LOT 2 A DISTANCE OF 100.08 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 28 SECONDS EAST, 211.95 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 06 SECONDS EAST, 444.44 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 54 SECONDS WEST, 80 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN DU PAGE COUNTY, ILLINOIS

Site 8

PARCEL 1:

THAT PART OF THE SOUTH 1,103.0 FEET OF THE NORTH 1,303.0 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE LINE 1,303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID, 2,218.0 FEET DUE WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE CONTINUING DUE WEST 500 FEET; THENCE DUE NORTH 435.80 FEET; THENCE DUE EAST 185.08 FEET; THENCE DUE NORTH 56.70 FEET; THENCE DUE EAST 314.92 FEET TO A POINT IN THE WEST LINE OF SOUTH MASON AVENUE 492.50 FEET DUE NORTH OF THE POINT OF BEGINNING; THENCE DUE SOUTH ALONG SAID WEST LINE OF SOUTH MASON AVENUE TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH 1,103.0 FEET OF THE NORTH 1,303.0 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE LINE 1303.0 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, AFORESAID, 2218.0 FEET DUE WEST OF THE EAST LINE OF THE

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NORTHEAST 1/4 OF SECTION 29, AFORESAID; THENCE CONTINUE DUE WEST 500.0 FEET; THENCE DUE NORTH 435.80 FEET; THENCE DUE EAST 169.08 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE NORTH 32.0 FEET; THENCE DUE EAST 16.0 FEET; THENCE DUE SOUTH 32.0 FEET; THENCE DUE WEST 16.0 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS GRANTED IN THE DECLARATION OF EASEMENT RECORDED JULY 20, 2005 AS DOCUMENT 0520102237 AND AS CREATED BY THE DEED RECORDED NOVEMBER 3, 2005 AS DOCUMENT 0530720196 FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF THE SOUTH 1103 FEET OF THE NORTH 1303 FEET (MEASURED AT RIGHT ANGLES) OF SECTION 29 AFORESAID DESCRIBED AS FOLLOWS:
COMMENCING AT A POINT IN A LINE 1303 FEET SOUTH (MEASURED AT RIGHT ANGLES) OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID, 2218 FEET DUE WEST OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 29 AFORESAID; THENCE DUE NORTH 475 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE DUE WEST 314.92 FEET; THENCE DUE NORTH 35 FEET; THENCE DUE EAST 314.92 FEET; THENCE DUE SOUTH 35 FEET TO THE POINT OF BEGINNING.

Site 9

PARCEL 1:

THAT PART OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:
COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF WEST 73RD STREET (BEING A LINE 1303.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE NORTH LINE OF SAID SECTION 30) AND THE WEST LINE OF SOUTH NARRAGANSETT AVENUE (BEING A LINE 50.0 FEET WEST OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE EAST LINE OF SAID SECTION 30) THENCE WESTERLY ALONG THE AFORESAID NORTH LINE OF WEST 73RD STREET 932.0 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE WESTERLY ALONG THE AFORESAID NORTH LINE OF WEST 73RD STREET 488.606 FEET TO A POINT 1198.0 FEET EASTERLY OF (AS MEASURED ALONG SAID NORTH LINE OF WEST 73RD STREET) THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 30; THENCE NORTH AT RIGHT ANGLES TO THE SAID NORTH LINE OF WEST 73RD STREET 1103.00 FEET TO A POINT ON THE SOUTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY (BEING A LINE 200.00 FEET SOUTH OF, MEASURED AT RIGHT ANGLES, AND PARALLEL TO THE NORTH LINE OF SAID SECTION 30) THENCE EASTERLY ALONG SAID SOUTH LINE OF THE COMMONWEALTH EDISON COMPANY RIGHT OF WAY 488.606 FEET TO A POINT ON A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF WEST 73RD STREET THROUGH THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTHERLY ALONG SAID RIGHT ANGLES LINE 1103.00 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE USE AND ACCESS EASEMENT AGREEMENT RECORDED MARCH 14, 2006 AS DOCUMENT 0607335400 FOR INGRESS AND EGRESS OVER, UPON AND ACROSS OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THE NORTH 200.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH LINE THEREOF, OF THE NORTHEAST QUARTER OF SECTION 30, LYING EAST OF A LINE DRAWN NORTH, AT RIGHT ANGLES TO THE NORTH LINE OF WEST 73RD STREET (SAID NORTH LINE BEING A LINE 1303.00 FEET, MEASURED AT RIGHT ANGLES, SOUTH OF THE NORTH LINE OF SAID SECTION 30), FROM A POINT ON SAID NORTH LINE OF WEST 73RD STREET THAT IS 1198.00 FEET, MEASURED ALONG SAID NORTH LINE, EAST OF THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, TOGETHER WITH THE WEST 50.00 FEET OF THE NORTH 200.00 FEET, MEASURED AT RIGHT ANGLES TO THE NORTH AND WEST LINES THEREOF, OF THE NORTHWEST QUARTER OF SECTION 29, ALL IN TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS.

Site 10

PARCEL 1:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE, 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES 00 SECONDS TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1839.03 FEET TO THE POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE A DISTANCE OF 160.00 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON JULY 18, 1972 AS DOCUMENT NUMBER 21980477; THENCE SOUTHEASTWARDLY ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC., SAID NORTHEASTERLY LINE BEING A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, A DISTANCE OF 576.87 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD 80 FEET WIDE, AS DEDICATED BY INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT 21332308; THENCE NORTHEASTERLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD A DISTANCE OF 160.05 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF

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SAID WEST BOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING, AND THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE, A DISTANCE OF 572.81 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22, THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON MARCH 24, 1969 AS DOCUMENT NUMBER 20790107; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE (ALONG THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS) A DISTANCE OF 25.80 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER DESCRIBED PARCEL OF LAND; THENCE NORTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 41.50 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE LEFT TANGENT TO THE LAST DESCRIBED LINE AND HAVING A RADIUS OF 613.105 FEET, A DISTANCE OF 138.04 FEET TO A POINT OF REVERSE CURVE; THENCE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 594.505 FEET, A DISTANCE OF 59.04 FEET MORE OR LESS TO A POINT ON SAID HEREINABOVE DESCRIBED PARALLEL LINE WHICH POINT IS 2787.54 FEET MEASURED ALONG SAID PARALLEL LINE SOUTHWEST FROM THE POINT OF INTERSECTION OF SAID PARALLEL LINE WITH THE NORTH LINE OF SECTION 22, THENCE NORTHEASTWARDLY ALONG SAID PARALLEL LINE (BEING 150 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK), A DISTANCE OF 367.90 FEET; THENCE SOUTHWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY ALONG A STRAIGHT LINE, A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY ALONG THE ARC OF A CIRCLE CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET, A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK, THENCE SOUTHWESTWARDLY ALONG A LINE 196.63 FEET MEASURED PERPENDICULARLY SOUTHEASTERLY FROM AND PARALLEL WITH

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THE CENTERLINE OF SAID WESTBOUND MAIN TRACK, A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH A LINE WHICH IS 275 FEET MEASURED PERPENDICULARLY NORTHEASTERLY FROM AND PARALLEL WITH SAID NORTHEASTERLY LINE OF THE PROPERTY LINE OF THE PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE SOUTHEASTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD; THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD (BEING A LINE 80 FEET MEASURED PERPENDICULARLY NORTHWESTERLY FROM AND PARALLEL WITH THE SOUTHEASTERLY LINE OF THE LANDS OF SANTA FE LAND IMPROVEMENT COMPANY) A DISTANCE OF 275.00 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO FREEWAY REALTY COMPANY, DALLAS; THENCE NORTHWESTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE, A DISTANCE OF 570.85 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCLUDED WITHIN A PARCEL OF LAND WHICH IS LOCATED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT ON SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILROAD COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF THE WEST BOUND MAIN TRACK, AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO THE SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 1999.03 FEET TO A POINT OF BEGINNING FOR SAID HEREINAFTER PARCEL OF LAND; THENCE CONTINUING SOUTHWESTWARDLY ALONG SAID PARALLEL LINE, A DISTANCE OF 420.61 FEET TO THE MOST NORTHERLY CORNER OF THE PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. BY DEED RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON APRIL 28 1970 AS DOCUMENT NUMBER 21144828, THENCE SOUTHWARDLY ALONG THE SOUTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. (SAID SOUTHEASTERLY PROPERTY LINE BEING HERE THE ARC OF A CIRCLE, CONVEX TO THE NORTHWEST AND HAVING A RADIUS OF 594.50 FEET), A DISTANCE OF 76.34 FEET TO A POINT WHICH IS 164.41 FEET, MEASURED PERPENDICULARLY SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE A STRAIGHT LINE), A DISTANCE OF 49.75 FEET TO A POINT WHICH IS 176.92 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTERLINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTWARDLY CONTINUING ALONG SAID PROPERTY LINE (WHICH IS HERE THE ARC OF A CIRCLE, CONVEX TO THE SOUTHEAST AND HAVING A RADIUS OF 613.10 FEET) A DISTANCE OF 155.87 FEET TO A POINT WHICH IS 196.63 FEET MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERWARDLY, CONTINUING ALONG SAID PROPERTY LINE

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(WHICH IS HERE A LINE 196.63 FEET, MEASURED PERPENDICULARLY, SOUTHEASTERLY FROM AND PARALLEL WITH THE CENTER LINE OF SAID WEST BOUND MAIN TRACK) A DISTANCE OF 52.13 FEET TO AN INTERSECTION WITH THE NORTHEASTERLY LINE OF SAID PROPERTY CONVEYED TO COUZENS WAREHOUSE AND DISTRIBUTORS, INC. THENCE SOUTHEASTWARDLY ALONG SAID NORTHEASTERLY PROPERTY LINE (WHICH IS A LINE PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK) A DISTANCE OF 549.09 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF RIVER ROAD, 80 FEET WIDE, AS DEDICATED BY THE INSTRUMENT RECORDED IN SAID RECORDER'S OFFICE ON DECEMBER 2, 1970 AS DOCUMENT NUMBER 21332308; THENCE NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, A DISTANCE OF 8.40 FEET TO A DEFLECTION POINT IN SAID NORTHWESTERLY LINE; THENCE CONTINUING NORTHEASTWARDLY ALONG SAID NORTHWESTERLY LINE OF RIVER ROAD, DEFLECTING 1 DEGREES 15 MINUTES 37 SECONDS TO THE LEFT FROM THE LAST DESCRIBED COURSE EXTENDED, A DISTANCE OF 741.84 FEET TO AN INTERSECTION WITH A LINE WHICH IS PERPENDICULAR TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK AND WHICH PASSES THROUGH THE HEREIN DESCRIBED POINT OF BEGINNING; THENCE NORTHWESTWARDLY ALONG SAID PERPENDICULAR LINE A DISTANCE OF 576.87 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

ALL THAT PART OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 22, A DISTANCE OF 981.57 FEET TO A POINT IN SAID NORTH LINE 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF THE WESTBOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 56 DEGREES 02 MINUTES TO SOUTHWEST FROM SAID SECTION LINE, A DISTANCE OF 3024.03 FEET TO THE FIRST POINT OF BEGINNING OPPOSITE RAILWAY CHAINING STATION 767+86.9; THENCE SOUTHEASTERLY, AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 597.64 FEET, MORE OR LESS, TO A POINT 23 FEET NORTHWESTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF A 24 FOOT WIDE ASPHALT PAVEMENT; THENCE SOUTHWESTERLY ALONG A LINE 28 FEET NORTHWESTERLY OF, NORMALLY DISTANT FROM, AND PARALLEL TO SAID CENTERLINE OF SAID PAVEMENT AND FORMING AN ANGLE OF 90 DEGREES 12 MINUTES 15 SECONDS AS MEASURED FROM NORTHWEST TO SOUTHWEST, A DISTANT OF 402.92 FEET, MORE OR LESS, TO A POINT 33 FEET NORTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF 67TH STREET EXTENDED; THENCE NORTHWESTERLY ALONG A LINE 33 FEET NORTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE OF SAID STREET, AND FORMING AN ANGLE OF 89 DEGREES 43 MINUTES 15 SECONDS AS MEASURED FROM NORTHEAST TO NORTHEAST, A DISTANT OF 598.17 FEET, MORE OF LESS TO A POINT 150 FEET SOUTHEASTERLY OF AND MEASURED AT RIGHT ANGLES FROM THE CENTERLINE OF SAID

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RAILWAY COMPANY'S WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ALONG A LINE 150 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL TO SAID CENTERLINE, SAID RAILWAY COMPANY'S WEST BOUND MAIN TRACK AND FORMING AN ANGLE OF 90 DEGREES 04 MINUTES 30 SECONDS AS MEASURED FROM SOUTHEAST TO NORTHEAST, A DISTANCE OF 402.00 FEET, MORE OR LESS, TO THE FIRST POINT OF BEGINNING, (EXCEPTING THEREFROM A STRIP OF LAND PREVIOUSLY CONVEYED TO THE CHICAGO DISTRICT PIPELINE COMPANY BY WARRANTY DEED, SECRETARY'S NUMBER 43057 DATED AUGUST 21, 1953 AND DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET, THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL

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WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENTS IN FAVOR OF PARCEL 4 FOR INGRESS AND EGRESS RESERVED IN THAT CERTAIN WARRANTY DEED DATED AUGUST 21, 1953 AND RECORDED JUNE 9, 1955 AS DOCUMENT 16285385, OVER AND UNDER THE FOLLOWING DESCRIBED PREMISES TO WIT:

ALL THAT PART OF THE WEST 1/2 OF SECTION 22, TOWNSHIP 38 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 22; THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 341.17 FEET TO A POINT IN THE CENTERLINE OF THE WEST BOUND MAIN TRACK OF THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY AT ITS MILE POST 14 PLUS 3140.2 FEET; THENCE CONTINUING EAST ALONG THE LAST DESCRIBED COURSE, A DISTANCE OF 217.11 FEET TO A POINT WHICH IS 180 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID WEST BOUND MAIN TRACK; THENCE SOUTHWESTERLY ON A LINE 180 FEET SOUTHEASTERLY OF, NORMALLY DISTANT FROM AND PARALLEL WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 184.64 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHEASTERLY MAKING AN ANGLE TO THE LEFT OF 89 DEGREES 55 MINUTES 32 SECONDS WITH THE LAST DESCRIBED COURSE PROLONGATED, A DISTANCE OF 371.72 FEET; THENCE SOUTHEASTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 193 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 151.58 FEET; THENCE EASTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET, THENCE EASTERLY ON THE ARC OF CURVE TO THE RIGHT HAVING A RADIUS OF 161.24 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 105.29 FEET TO A POINT IN THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; SAID POINT BEING 472.57 FEET SOUTHWESTERLY OF THE CENTER OF SAID SECTION 22 MEASURED ALONG THE SOUTHEASTERLY PROPERTY LINE OF SAID RAILWAY COMPANY; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY PROPERTY LINE MAKING AN ANGLE TO THE RIGHT OF 97 DEGREES 20 MINUTES 12 SECONDS WITH THE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.60 FEET; THENCE WESTERLY ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 111.24 FEET; THE TANGENT TO SAID CURVE MAKING AN ANGLE TO THE RIGHT OF 79 DEGREES 19 MINUTES 53 SECONDS WITH THE LAST DESCRIBED COURSE, A DISTANCE OF 66.17 FEET; THENCE WESTERLY TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 65.4 FEET; THENCE NORTHWESTERLY ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 243 FEET, THE LAST DESCRIBED COURSE BEING TANGENT THERETO, A DISTANCE OF 190.85 FEET; THENCE NORTHWESTERLY TANGENT TO THE LAST DESCRIBED COURSE A DISTANCE OF 371.66 FEET MORE OR LESS TO A POINT 180 FEET SOUTHEASTERLY OF, MEASURED AT RIGHT ANGLES TO THE CENTERLINE OF SAID WESTBOUND MAIN TRACK; THENCE NORTHEASTERLY ON A LINE 180 FEET SOUTHEASTERLY OF NORMALLY DISTANT FROM AND PARALLEL

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WITH THE CENTERLINE OF SAID WESTBOUND MAIN TRACK A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Site 11

THE EAST 534 FEET OF THE WEST 1047 FEET OF LOT 14 IN BEDFORD INDUSTRIAL PARK, BEING A SUBDIVISION OF PARTS OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF SECTION 19, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 5, 1971 AS DOCUMENT 21573206 IN COOK COUNTY, ILLINOIS.

Site 12

PARCEL 1:

THAT PART OF THE WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 33.00 FEET OF SAID SOUTHWEST 1/4 OF SECTION 21, WITH A LINE WHICH IS 959.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21; AND RUNNING THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1137.53 FEET TO A POINT WHICH IS 599.85 FEET, MEASURED ALONG SAID PARALLEL LINE, WEST FROM THE EAST LINE OF SAID WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21 THENCE SOUTHEASTWARDLY ALONG THE ARC OF A CIRCLE, CONVEX TO THE NORTHEAST, TANGENT TO SAID PARALLEL LINE, AND HAVING A RADIUS OF 420.00 FEET, A DISTANCE OF 529.45 FEET TO AN INTERSECTION WITH A LINE WHICH IS 200.00 FEET, MEASURED PERPENDICULAR, WEST FROM AND PARALLEL WITH THE EAST LINE OF SAID WEST 2/3 OF THE SOUTHWEST 1/4 OF SECTION 21; THENCE SOUTH ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 118.21 FEET TO AN INTERSECTION WITH A LINE WHICH IS 1369.00 FEET SOUTH FROM AND PARALLEL WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 21; THENCE WEST ALONG SAID LAST DESCRIBED PARALLEL LINE A DISTANCE OF 1537.47 FEET TO AN INTERSECTION WITH SAID EAST LINE OF THE WEST 33.00 FEET TO THE SOUTHWEST 1/4 OF SECTION 21; AND THENCE NORTH ALONG THE WEST LINE OF THE EAST 33.00 FEET AFORESAID A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS FOR PEDESTRIAN AND VEHICULAR TRAFFIC OVER PORTIONS OF THE LAND TO THE SOUTH (REFERENCE PARCEL A), AS CREATED, DEFINED AND LIMITED BY GRANT OF EASEMENT DATED JULY 30, 1973 AND RECORDED JULY 31, 1973 AS DOCUMENT 22420749.

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PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE PARTY WALL AGREEMENT RECORDED AS DOCUMENT 95229258 TO ALLOW FOR REPAIRS, ALTERATIONS, ADDITIONS OR MODIFICATIONS AND ACCESS TO MAKE SAID CHANGES, TO THE PARTY WALL LOCATED ALONG THE SOUTH LINE OF THE LAND INSURED HEREIN.

PARCEL 4:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DECLARATION REGARDING SHARED CORRIDOR RECORDED AS DOCUMENT 0824145099 FOR THE MAINTENANCE, REPAIR AND USE OF THAT PORTION OF THE SHARED CORRIDOR LOCATED ON THE PARCEL OF LAND LYING SOUTH OF AND ADJOINING LAND AND USE OF THE SHARED CORRIDOR FOR PEDESTRIAN AND EQUIPMENT INGRESS AND EGRESS.

PARCEL 5:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE FIRE PROTECTION SYSTEM EASEMENT AGREEMENT RECORDED AS DOCUMENT 0911245014 RELATING TO SHARED USE OF THE FIRE PROTECTION SYSTEM AND THE LOCATION, MAINTNENACE, REPAIR AND REPLACEMENT OF PIPES AND EQUIPMENT.

Site 13

PARCEL 1:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF CRAWFORD AVENUE (BEING A LINE 50.0 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID) AND THE SOUTH LINE OF THE NORTH 589.50 FEET (MEASURED AT RIGHT ANGLES) OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 1151.72 FEET TO THE EAST LINE OF THE WEST 125.0 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST QUARTER OF SECTION 34, AFORESAID; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST ALONG SAID EAST LINE 548.0 FEET TO A POINT ON A LINE 1137.49 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE EAST ALONG SAID PARALLEL LINE 1152.30 FEET TO THE WEST LINE OF CRAWFORD AVENUE HEREINBEFORE DESCRIBED; THENCE NORTHERLY ALONG SAID WEST LINE OF CRAWFORD AVENUE 548.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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PARCEL 2:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER RETENTION PURPOSES IN, UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34 AND THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID (BEING THE CENTER LINE OF VACATED 131ST STREET, VACATED AS PER DOCUMENT NO. 19896051); THENCE EASTERLY ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 40 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE EASTERLY ALONG SAID SOUTH LINE 114 FEET; THENCE NORTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 193.50 FEET TO A POINT ON A LINE 1137.49 FEET SOUTH OF (MEASURED AT RIGHT ANGLES) AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, THENCE WESTERLY ALONG SAID PARALLEL LINE 114 FEET TO A POINT 40 FEET EAST OF THE EAST LINE OF THE WEST 125 FEET OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE SOUTHERLY ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 193.43 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS, AS CREATED IN EASEMENT AGREEMENT DATED JANUARY 12, 1974 AND RECORDED MAY 2, 1974 AS DOCUMENT 22703482 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY AS DOCUMENT LR2750575, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

AN EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR STORM WATER RETENTION IN, UNDER AND UPON THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34 AND THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID (BEING THE CENTER LINE OF VACATED 131ST STREET, VACATED AS PER DOCUMENT NUMBER 19896051); THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34 AFORESAID, 40 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE SOUTH 0 DEGREES 13 MINUTES 08 SECONDS EAST 226.57 FEET TO A POINT 40 FEET EAST OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34, AFORESAID, 114 FEET; THENCE NORTH 0 DEGREES, 13 MINUTES 08 SECONDS WEST ALONG A LINE PARALLEL WITH THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34,

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AFORESAID, 226.50 FEET TO THE AFOREMENTIONED NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 34; THENCE NORTH 89 DEGREES 58 MINUTES 03 SECONDS WEST ALONG SAID NORTH LINE 114 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS, AS CREATED IN EASEMENT AGREEMENT RECORDED MAY 2, 1974 AS DOCUMENT 22703482 AND FILED WITH THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS AS DOCUMENT LR2750575, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH A DITCH, AND INGRESS AND EGRESS FOR RAIL SERVICES OVER THE FOLLOWING DESCRIBED PROPERTY:

THE EAST 20 FEET OF THE WEST 155 FEET OF THE NORTH 700 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART LYING NORTH OF THE LINE 1685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34).

THE SOUTH 60 FEET OF THE EAST 15 FEET OF THE WEST 135 FEET OF THE NORTH 700 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, AS CREATED BY SUPPLEMENTAL AGREEMENT MADE BY AND BETWEEN UNION CARBIDE CORPORATION; LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162, RECORDED MARCH 12, 1979 AS DOCUMENT 24875757.

PARCEL 5:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE PURPOSE OF DRAINAGE OF SURFACE WATER THROUGH AN OVERFLOW PIPE AND A DITCH OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE WEST 125 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 34, AFORESAID, AND A LINE 1,685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 10 FEET TO A POINT OF BEGINNING, THENCE NORTH 0 DEGREES 13 MINUTES 8 SECONDS WEST, A DISTANCE OF 148.31 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 30 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST A DISTANCE OF 20 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 20 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST, A DISTANCE OF 20 FEET, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE

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OF 30 FEET, THENCE SOUTH 0 DEGREES 13 MINUTES 8 SECONDS EAST, A DISTANCE OF 108.31 FEET TO THE LINE 1,685.78 FEET (MEASURED AT RIGHT ANGLES) SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 34 AFORESAID, THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID LINE A DISTANCE OF 20 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, AS CREATED BY DOCUMENT BETWEEN LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1970 AND KNOWN AS TRUST NUMBER 41558 AND LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 19, 1972 AND KNOWN AS TRUST NUMBER 45162 RECORDED MARCH 12, 1979 AS DOCUMENT 24876156 AND RERECORDED MARCH 20, 1979 AS DOCUMENT 24892004.

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Permanent Index Numbers:

- 10-29-402-032-0000
- 09-28-300-038-0000
- 08-35-103-021-0000
- 19-29-100-060-0000
- 19-29-200-039-0000
- 19-29-200-062-0000
- 19-30-200-030-0000
- 18-22-200-018-0000
- 18-22-304-004-0000
- 18-22-304-007-0000
- 18-22-304-010-0000
- 18-22-304-021-0000
- 19-19-301-012-0000
- 24-21-300-020-0000
- 24-34-201-026-0000

