



Doc#: 1117931035 Fee: \$78.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 06/28/2011 03:02 PM Pg: 1 of 22

PREPARED BY AND  
AFTER RECORDING RETURN TO:

POLSINELLI SHUGHART PC  
700 West 47th Street, Suite 1000  
Kansas City, MO 64112-1802  
Attention: Michael B. Hickman  
Loan Nos.: 03-0266329 (Whispering Sands)  
              03-0266328 (Weatherstone Lakes)  
              03-0266339 (Forest Village)

**FIRST AMENDMENT AND PARTIAL RELEASE  
OF CROSS-COLLATERALIZATION AGREEMENT**

This First Amendment and Partial Release of Cross-Collateralization Agreement (this "Amendment"), dated as of June 23, 2011, is made by and among FOREST HILLS VILLAGE MHC LLC, a Delaware limited liability company ("Borrower A"), WHISPERING SANDS LLC, a Delaware limited liability company ("Borrower B") and WEATHERSTONE LAKES LLC, a Delaware limited liability company ("Borrower C"), all with an address of 6547 North Avondale Avenue, Suite 301, Chicago, Illinois 60631, and WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007-CIBC20, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC20 ("Lender"), having an address of c/o Midland Loan Services, 10851 Mastin, Suite 300, Overland Park, Kansas 66210, with reference to the following facts:

**RECITALS**

A. Reference is hereby made to that certain Cross-Collateralization Agreement dated July 12, 2007, by and among Borrower A, Borrower B, Borrower C and JPMorgan Chase Bank, N.A. ("Original Lender"), which encumbers the properties described in Schedules A, B and C attached thereto and to this Amendment, and which was executed in three original counterparts and recorded as follows:

1. In Winnebago County, Illinois, as Instrument No. 200700749869 (the "Forest Village Agreement");
2. In Porter County, Indiana, as Instrument No. 2007-022678 (the "Whispering Sands Agreement"); and
3. In Cook County, Illinois, as Instrument No. 0720144037 (the "Weatherstone Agreement").

The Forest Village Agreement, the Whispering Sands Agreement and the Weatherstone Agreement shall be referred to herein collectively as the "Cross Agreement". Capitalized terms

First American Title Order # NCS 30/093A

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used herein but not otherwise defined herein shall have the meanings assigned to them in the Cross Agreement.

B. Lender is the successor to Original Lender as the owner and holder of the Loans covered by the Cross Agreement, and C-III Asset Management LLC is the special servicer for the Loans pursuant to a certain Pooling and Servicing Agreement dated as of September 28, 2007.

C. Borrower A, Borrower B, Borrower C and Lender have agreed to release the Whispering Sands Agreement, and amend the Forest Village Agreement and the Weatherstone Agreement to reflect such release, in connection with an early payoff of Note B.

## AGREEMENT

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. **WHISPERING SANDS RELEASE.** The Whispering Sands Agreement is hereby released and shall have no further force or effect. From and after the date hereof, the Loan Documents (as defined in the Security Instrument securing Note B) shall not secure the Loans evidenced by Note A or Note C.
2. **AMENDMENT OF REMAINING CROSS AGREEMENT.** The Forest Hills Agreement and the Weatherstone Agreement are hereby amended to remove all references therein to Borrower B, Note B, Property B, the Security Instrument and Assignment encumbering Property B, and the Loan evidenced by Note B. From and after the date hereof, neither the Loan Documents (as defined in the Security Instrument securing Note A) nor the Loan Documents (as defined in the Security Instrument securing Note C) shall secure the Loan evidenced by Note B.
3. **RELEASE OF LENDER.** Borrower A, Borrower B and Borrower C, for themselves and for their agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys (collectively, the "Releasing Parties") jointly and severally release and forever discharge Lender, C-III Asset Management LLC, PNC Bank, National Association, and Midland Loan Services, a division of PNC Bank, National Association, and their respective successors, assigns, partners, directors, officers, employees, agents, attorneys, administrators, trustees, subsidiaries, affiliates, beneficiaries, shareholders and representatives from all liabilities, obligations, costs, expenses, claims and damages, at law or in equity, known or unknown, which any of the Releasing Parties may now or hereafter hold or claim to hold under common law or statutory right, arising in any manner out of the Properties, the Loans, any of the Loan Documents or any of the documents, instruments or any other transactions relating thereto or the transactions contemplated thereby, in each case solely to the extent arising prior to the date hereof. Without limiting the generality of the foregoing, this release shall include the following matters: (a) all aspects of this Amendment and the Loan Documents, any negotiations, demands or requests with respect thereto, and (b) Lender's exercise or attempts to exercise any of

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its rights under this Amendment, any of the Loan Documents, at law or in equity. The Releasing Parties agree that this release is a full, final and complete release and that it may be pleaded as an absolute bar to any or all suit or suits pending or which may thereafter be filed or prosecuted by any of the Releasing Parties, or anyone claiming by, through or under any of the Releasing Parties. The Releasing Parties agree that this release is binding upon each of them and their respective agents, employees, representatives, officers, directors, general partners, limited partners, joint shareholders, beneficiaries, trustees, administrators, subsidiaries, affiliates, employees, servants and attorneys.

4. **EFFECT OF AMENDMENT.** This Amendment shall be deemed to form a part of the Loan Documents. This Amendment shall not prejudice any present or future rights, remedies or powers belonging or accruing to Lender under the Loan Documents, nor impair the lien of the Security Instruments.

5. **NO EFFECT ON LIENS OR PRIORITY.** Nothing in this Amendment shall in any way release, diminish or affect the validity or priority of the Security Instruments or any liens created by, or the amendments or covenants contained in, the Loan Documents.

6. **FURTHER ASSURANCES.** Borrowers agree to do any act or execute any additional documents requested by Lender as may reasonably be required by Lender to effectuate the purposes of this Amendment or to perfect or retain its first priority perfected security interests in the Properties.

7. **INUREMENT.** The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors in interest and permitted assigns.

8. **CHOICE OF LAW/SEVERABILITY.** Section 5.5 of the Cross Agreement shall apply to this Amendment as if the terms thereof were set forth in the Cross Agreement. In the event one or more provisions of the Amendment shall be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected.

9. **NO LEGAL RESTRICTIONS ON PERFORMANCE.** The execution and delivery of this Amendment and compliance with the provisions hereof will not conflict with, or constitute a breach of or a default under any agreement or other instrument to which any of the Borrowers is a party or by which any of them may be bound.

10. **MODIFICATIONS.** Neither this Amendment, nor any term or provision hereof, may be changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, discharge or termination is sought.

11. **HEADINGS.** The section heading contained herein are intended for convenience of reference and shall not be deemed to define, limit or describe the scope or intent of the respective provisions of this Amendment.

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12. **COUNTERPARTS; RECORDING.** This Amendment shall be executed in three identical counterparts and shall be recorded in each of Porter County, Indiana, Cook County, Illinois, and Winnebago County, Illinois. The counterparts of this Amendment shall each constitute an original of the Amendment, and when taken together, shall constitute one and the same agreement.

13. **WAIVER OF JURY TRIAL.** THE PARTIES HERETO KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THE LOANS OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AMENDMENT, THE CROSS AGREEMENT OR THE LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS AMENDMENT.

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

**BORROWER A:**

FOREST HILLS VILLAGE MHC LLC,  
A Delaware limited liability company


By: Great American Homes LLC,  
A Delaware limited liability company,  
Its Manager

By:   
\_\_\_\_\_  
Edward C. Zeman, President

**BORROWER B:**

WHISPERING SANDS LLC,  
A Delaware limited liability company


By: Great American Homes LLC,  
A Delaware limited liability company,  
Its Manager

By:   
\_\_\_\_\_  
Edward C. Zeman, President

**BORROWER C:**

WEATHERSTONE LAKES LLC,  
A Delaware limited liability company

By: Great American Homes LLC,  
A Delaware limited liability company,  
Its Manager

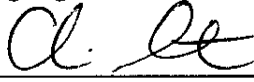
By:   
\_\_\_\_\_  
Edward C. Zeman, President

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**LENDER:**

WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007-CIBC20, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC20

By: C-III Asset Management LLC, a Delaware limited liability company (f/k/a Centerline Servicing Inc.), in its capacity as special servicer pursuant to that certain Pooling and Servicing Agreement dated September 28,2007

By: 

Print Name: Chris Brantley

Title: Servicing Officer

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## ACKNOWLEDGEMENTS

STATE OF ILLINOIS                    )  
   ) ss.  
 COUNTY OF COOK                    )

BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of FOREST HILLS VILLAGE MHC LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said company and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, as of the 20<sup>th</sup> day of June \_\_\_\_, 2011.



*[Signature]*  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 12/3/12

STATE OF ILLINOIS                    )  
   ) ss.  
 COUNTY OF COOK                    )

BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of WHISPERING SANDS LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said company and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, as of the 20<sup>th</sup> day of June \_\_\_\_, 2011.



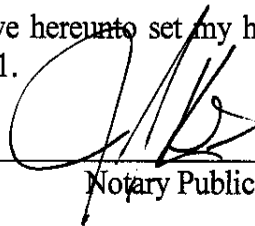
*[Signature]*  
 \_\_\_\_\_  
 Notary Public  
 My commission expires: 12/3/12

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STATE OF ILLINOIS                    )  
   ) ss.  
 COUNTY OF COOK                    )

BEFORE ME, a notary public, in and for said County and State, appeared Edward C. Zeman, the President of Great American Homes LLC, a Delaware limited liability company, the Manager of WEATHERSTONE LAKES LLC, a Delaware limited liability company, who acknowledged that he, being duly authorized, did execute the foregoing instrument for the purposes therein contained and that the same is the free act and deed of said company and his free act and deed, both individually and as such officer for the Manager on behalf of the Borrower.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, as of the 20<sup>th</sup> day of June \_\_, 2011.



\_\_\_\_\_  
 Notary Public



My commission expires: 12/3/12

Property of Cook County Clerk's Office



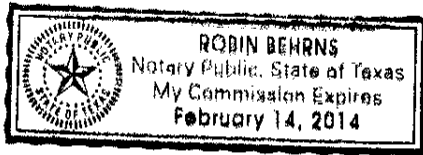
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STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

On this 20<sup>th</sup> day of June in the year 2011, before me, Robin Behrens, a Notary Public in and for said state, personally appeared Chris Brantley, the Servicing Officer of C-III Asset Management LLC, a Delaware limited liability company (f/k/a Centerline Servicing Inc.), in its capacity as special servicer, pursuant to that certain Pooling and Servicing Agreement dated September 28, 2007, for WELLS FARGO BANK, N.A., AS TRUSTEE FOR THE REGISTERED HOLDERS OF J.P. MORGAN CHASE COMMERCIAL MORTGAGE SECURITIES TRUST 2007-CIBC20, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-CIBC20, known to me to be the person who executed the within instrument on behalf of said trust and acknowledged to me that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Robin Behrens  
Notary Public in and for Said County and State



Robin Behrens  
(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires:  
\_\_\_\_\_

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## SCHEDULE A PROPERTY A LEGAL DESCRIPTION

[REDACTED]

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[REDACTED]

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## SCHEDULE A

### Property A

(Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

#### TRACT I

Part of the South Half (1/2) of Section 9 and part of the North Half (1/2) of Section 16, all in Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows to-wit: Beginning at the Northeast corner of Plat No. 2 of Machesney Park Industrial Subdivision, being a subdivision of part of the Northwest Quarter (1/4) of said section 16, the Plat of which is recorded in Book 40 of Plats on page 99A in the Recorder's Office of Winnebago County, Illinois; thence South 89 degrees 35' 36" West, along the North line of said Plat No. 2 of Machesney Park Industrial Subdivision, 290.95 feet to the Southeast corner of Lot Three (3), as designated upon the Plat of Machesney Park Industrial Subdivision, being a subdivision of part of the Northwest Quarter (1/4) of said section 16, the Plat of which subdivision is recorded in Book 38 of plats on page 78B in said Recorder's Office; thence North 00 degrees 02' 04" West, along the East line of said Plat of Machesney Park Industrial Subdivision, 558.47 feet (558.49 feet = Plat), to the Northeast corner of said Plat; thence South 89 degrees 35' 36" West, along the North line of said Plat of Machesney Park Industrial Subdivision, 18.39 feet to the West line, extended South of a 15 foot utility easement as designated upon an easement dedication plat of part of the South Half (1/2) of said Section 9, the Plat of which is recorded in Book 38 of Plats on page 177B in said Recorder's Office; thence North 00 degrees 20' 45" East, along the West line, extended South of said easement, along the West line of said easement and along the West line of said easement, extended North, 1300.11 feet; thence North 89 degrees 34' 45" East, 360.00 feet thence North 00 degrees 20' 45" East, 100.0 feet; thence North 87 degrees 27' 02" East, 658.46 feet to the South west corner of Lot Twelve (12), as designated upon the Plat of Erickson's Industrial Park, being a subdivision of part of the Northwest Quarter (1/4), part of the Southwest Quarter (1/4), and part of the Southeast Quarter (1/4), all in said Section 9, the Plat of which subdivision is recorded in Book 38 of Plats on page 172A in said Recorder's Office; thence North 80 degrees 14' 38" East, along the South line of said Lot Twelve (12) and said line extended Easterly, 609.88 feet to the East line of the West 29 acres of the Southeast Quarter (1/4) of said Section 9; thence South 00 degrees 20' 45" West, along the East line of the West 29 acres of the Southeast Quarter (1/4) of said Section 9, a distance of 1523.48 feet to the North line of the Northeast Quarter (1/4) of said Section 16; thence North 89 degrees 32' 28" East, along the North line of the Northeast Quarter (1/4) of said Section 16, a distance of 875.43 feet to the Northeast corner of the West Half (1/2) of the Northeast Quarter (1/4) of said Section 16; thence South 00 degrees 19' 04" West, along the East line of the West Half (1/2) of the Northeast Quarter of said Section 16, a distance of 1075.78 feet to the Southeast corner of premises conveyed by Elden Erickson and Paul B. Slabaugh, d/b/a Machesney Park Development, a partnership, to Elden R. Erickson by Warranty Deed recorded on Microfilm No. 90-01-1436 in said Recorder's Office; thence South 89 degrees 35' 36" West, along the South line of said premises so conveyed, 1977.63 feet to the Southeast corner of the Plat of boundary map for Elden Erickson & Sons, Inc., in part of the Northwest Quarter (1/4) of said Section 16, the Plat of which boundary map is recorded in Book 43 of Plats on page 159 in said Recorder's Office; thence North 00 degrees 02' 04" West, along the East line of said boundary map and said line extended North, 450.01 feet thence South 89 degrees 35' 36" West, 200.00 feet to the East line of aforesaid Plat No. 2 of Machesney Park Industrial Subdivision; thence North 00 degrees 02' 04" West, along said line, 66.00 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

#### TRACT II

#### PARCEL I:

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That part of the Northeast Quarter (1/4) of Section 32 and part of the Northwest Quarter (1/4) of Section 33, Township 45 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at the Southeast Corner of said Northwest Quarter (1/4) thence North along the East line of said Northwest Quarter (1/4) 1324.02 feet to the North line of the South Half (1/2) of said Northwest Quarter (1/4); thence North 89 degrees 59' West along said North line, 2361.0 feet to the point of beginning; thence South parallel with the East line of said Northwest Quarter (1/4), 865.37 feet; thence West parallel with the South line of said Northwest Quarter (1/4) and the South line of said Northeast Quarter (1/4), 542.72 feet to the Easterly line of Forest Hills Road; thence North 15 degrees 05' 12" East along said Easterly line, 896.37 feet to the North line of the South Half (1/2) of said Northeast Quarter (1/4); thence South 89 degrees 59' East along said North line and along the North line of the South Half (1/2) of said Northwest Quarter (1/4) 309.41 feet to the point of beginning; EXCEPTING THEREFROM part of the Northwest Quarter (1/4) of Section 33, Township 45 North, Range 2 East of the Third Principal Meridian, described as follows: Commencing at the Southeast corner of said Northwest Quarter (1/4); thence North along the East line of said Northwest Quarter (1/4), 1324.02 feet to the North line of the South Half (1/2) of said Northwest Quarter (1/4); thence North 89 degrees 59' West along said North line 2361.0 feet for the point of beginning; thence South parallel with the East line of said Northwest Quarter (1/4), 275 feet; thence West parallel with the South line of said Northwest Quarter (1/4), 68 feet; thence North parallel with the East line of said Northwest Quarter (1/4), 275 feet to the North line of said Northwest Quarter (1/4); thence East along said North line 68 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

#### PARCEL II:

That part of the Northwest Quarter of Section 33, Township 45 North, Range 2 East of the 3rd P.M., described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence West along the South line of said Northwest Quarter 1373.24 feet; thence North parallel with the East line of said Northwest Quarter, 66.0 feet to the point of beginning; thence North parallel with the East line of said Northwest Quarter 826.50 feet; thence North 89 degrees 55' 04" West parallel with the South line of said Northwest Quarter 981.75 feet; thence South 0 degrees 24' 49" West parallel with the East line of said Northwest Quarter 433.26 feet to the Northwest corner of the land described in Deed recorded August 7, 1972 as Document No. 1290000 on Microfilm 7217-1935; thence South 89 degrees 40' 17" East along the North line of said premises 184.52 feet to the Northeast corner of said premises; thence South 0 degrees 29' 47" West along the East line of said premises 391.92 feet to a point, said point being 66.00 feet North of the South line of said Northwest Quarter of Section 33; thence North 89 degrees 55' 04" East 797.22 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

#### PARCEL III:

The South 66 feet of the East 807.22 feet of the West 1278.01 feet of the Northwest Quarter of Section 33, Township 45 North, Range 2 East of the Third P.M.; situated in the County of Winnebago and State of Illinois.

#### ALSO

The East Ten (10) feet in width of the following described parcel: That part of the Northwest Quarter (1/4) of Section 33, Township 45 North, Range 2 East of the 3rd P.M., described as follows: Commencing at the Southeast corner of said Northwest Quarter; thence West, along the South line of said Northwest Quarter, 2,170.46 feet for the point of beginning; thence West, along said South line 264.79 feet, thence North at right angles, 187.07 feet; thence East, at right angles, 74.25 feet; thence North at right angles, 272.25 feet; thence East at right angles, 190.54 feet; thence South at right angles, 459.32 feet to the point of beginning, EXCEPTING THEREFROM the South 66 feet thereof, in the City of Loves Park; situated in the County of Winnebago and State of Illinois.

#### PARCEL IV AND V:

That part of the Northwest Quarter of Section 33, Township 45 North, Range 2 East of the 3rd P.M., described as follows: Beginning at the Southeast corner of said Northwest Quarter; thence West along the South line of said Northwest Quarter 1373.24 feet; thence North parallel with the East line of said Northwest Quarter 892.50 feet; thence West parallel with the South line of said Northwest Quarter 987.76 feet; thence North parallel with the East line of said Northwest Quarter 157.11 feet; thence West parallel with the South line of said Northwest Quarter 68 feet; thence North parallel with the East line of said

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Northwest Quarter (1/4) 275.0 feet to the North line of the South Half of said Northwest Quarter; thence South 89 degrees 59' East along said North line of the South Half of said Northwest Quarter approximately 2429.0 feet to the East line of said Northwest Quarter; thence South along said East line 1324.02 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

## PARCEL VI:

Part of the Northeast Quarter (1/4) of Section 33, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at the Southwest corner of said Quarter (1/4) Section; thence North 00 degrees 35' 45" East, along the West line of said Quarter (1/4) Section, a distance of 734.91 feet; thence South 89 degrees 58' 30" East, parallel with the South line of said Quarter (1/4) Section, a distance of 665.61 feet to the curved Southwesterly Right-of-Way line of County Highway No. 11 (Perryville Road); thence Southeasterly, along the curved Southwesterly Right-of-Way line of said County Highway No. 11 (Perryville Road), being along a circular curve to the left, having a radius of 2173.48 feet, to an angle point in said line (the chord across said curved course bears South 60 degrees 11' 15" East, a distance of 1267.44 feet); thence South 00 degrees 17' 51" East, along a West line of said County Highway No. 11 (Perryville Road), a distance of 105.23 feet to the South line of said Quarter (1/4) Section; thence North 89 degrees 58' 30" West, along the South line of said Quarter (1/4) Section, a distance of 1773.50 feet to the point of beginning; situated in the County of Winnebago and State of Illinois.

## TRACT II ALSO DESCRIBED AS:

Part of the North Half of Section 32 and 33, Township 45 North, Range 2 East of the Third Principal Meridian, bounded and described as follows, to-wit: Beginning at a point on the West line of the Northeast Quarter of said Section 33, which point bears North 00°-35'-45" East, 734.91 feet from the Southwest corner of the Northeast Quarter of said Section 33; thence South 89°-58'-30" East, parallel with the South line of said Quarter Section, a distance of 665.61 feet to the curved Southwesterly Right-of-Way line of County Highway No. 11 (Perryville Road); thence Southeasterly, along the curved Southwesterly Right-of-Way line of said County Highway No. 11 (Perryville Road), being along a circular curve to the left, having a radius of 2173.48 feet, to an angle point in said line (the chord across said curved course bears South 60°-11'-15" East, a distance of 1267.44 feet); thence South 00°-17'-51" East, along a West line of said County Highway No. 11 (Perryville Road), a distance of 105.23 feet to the South line of said Quarter Section; thence North 89°-58'-30" West, along the South line of said Quarter Section, a distance of 1773.50 feet to the Southwest corner of the Northeast Quarter of said Section 33; thence North 89°-58'-30" West, along the South line of the Northwest Quarter of said Section 33, a distance of 2180.00 feet, to a point 470.79 feet East of the Southwest corner of the Northwest Quarter of said Section 33; thence North 00°-34'-54" East, parallel with the West line of the Northwest Quarter of said Section 33, a distance of 459.21 feet; thence North 89°-58'-30" West, parallel with the South line of the Northwest Quarter of said Section 33, and along the North line of the plat of Unit No. 1, Rock Garden Villas, the plat of which subdivision is recorded in Book 32 of Plats on Page 247 in the Recorder's Office of Winnebago County, Illinois, a distance of 470.79 feet to the West line of the Northwest Quarter of said Section 33; thence North 89°-23'-34" West, along the North line of said plat of Unit No. 1, Rock Garden Villas, 241.04 feet to the Easterly line of Forest Hills Road (County Highway No. 7); thence North 15°-39'-31" East, along the Easterly line of said Forest Hills Road (County Highway No. 7) 435.48 feet to an angle point in said line; thence North 74°-20'-29" West, along a Northeasterly line of said Forest Hills Road (County Highway No. 7), 5.00 feet; thence North 15°-39'-31" East, along the Easterly line of said Forest Hills Road (County Highway No. 7), 459.07 feet to the North line of the South Half of the Northeast Quarter of said Section 32; thence South 89°-59'-56" East along the North line of the South Half of the Northeast Quarter of said Section 33, a distance of 13.18 feet to the Northwest corner of the South Half of the Northwest Quarter of said Section 33; thence South 89°-58'-55" East, along the North line of the South Half of the Northwest Quarter of said Section 33, a distance of 2651.12 feet to the East line of the Northwest Quarter of said Section 33; thence South 00°-35'-45" West, along the East line of the Northwest Quarter of said Section 33, a distance of 589.94 feet to the point of beginning. Situated in the County of Winnebago and State of Illinois. Containing 98.23 acres.

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SCHEDULE B  
PROPERTY B LEGAL DESCRIPTION

[REDACTED]

[REDACTED]

Property of Cook County Clerk's Office



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## SCHEDULE B

### (Description of Land)

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

Real property in the City of Valparaiso, County of Porter, State of Indiana, described as follows:

#### Parcel I

Part of the Southwest Quarter of the Southeast Quarter of Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, described as follows:

Beginning at a point on the North line of the Southwest Quarter of the Southeast Quarter of said Section 23 and 205.27 feet East of the Northwest corner thereof; thence South 01 degrees 03 minutes 06 seconds East, 544.45 feet; thence North 88 degrees 56 minutes 54 seconds East, 100.00 feet; thence South 01 degrees 03 minutes 06 seconds East, 76.39 feet; thence North 88 degrees 56 minutes 54 seconds East, 24.00 feet; thence South 01 degrees 03 minutes 06 seconds East 33.61 feet, to the Northwesterly line of the Northern Indiana Public service Company right-of-way; thence North 26 degrees 44 minutes 09 seconds East along said Northwesterly right-of-way line, 729.98 feet to the North line of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 59 minutes 04 seconds West along said North line 464.39 feet to the point of beginning.

#### Parcel II

Part of the South Half of the Southeast Quarter of Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, in Porter County, Indiana, described as follows:

Beginning at a point on the South line of said Section 23 and 66.00 feet West of the Southeast corner of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 23; thence North 89 degrees 48 minutes 04 seconds West along the South line of said Section 23, a distance of 264.46 feet to the East line of the West 20 rods of the Southeast Quarter of the Southeast Quarter of said Section 23; thence North 00 degrees 57 minutes 10 seconds West along the East line of said West 20 rods, 440.00 feet; thence North 89 degrees, 48 minutes 04 seconds West, 530.38 feet to a point 200 feet West of the East line of the Southwest Quarter of the Southeast Quarter of said Section 23; thence South 00 degrees 56 minutes 36 seconds East parallel to the East line of said Southwest Quarter of the Southeast Quarter, 440.00 feet to the South line of said Section 23; thence North 89 degrees 48 minutes 04 seconds West 850.53 feet to the Easterly line of the 60 foot wide Lakehead Pipeline right-of-way; thence North 26 degrees 44 minutes 09 seconds East, 1476.46 feet to the North line of the South Half of the Southeast Quarter of said Section 23; thence South 89 degrees 59 minutes 04 seconds East along the North line of said South Half of the Southeast Quarter, 364.53 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of said Section 23; thence continuing along said North line, South 89 degrees 50 minutes 47 seconds East, 594.40 feet to a point 66.00 feet West of the Northeast corner of the West Half of the Southeast Quarter of the Southeast Quarter of said Section 23; thence South 00 degrees 57 minutes 56 seconds East, 1322.82 feet more or less

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to the point of beginning.

Excepting therefrom a parcel of land in the West Half of the Southeast Quarter of the Southeast Quarter of said Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, described as follows:

Commencing at the Southeast corner of said West Half; thence North 89 degrees 48 minutes 04 seconds West along the South line of said West Half, 76.00 feet; thence North 00 degrees 57 minutes 56 seconds West, parallel to the East line of said West Half, 456.78 feet; thence North 89 degrees 48 minutes 04 seconds West, 46.12 feet to the Point of Beginning; thence North 37 degrees 20 minutes 22 seconds West 40.00 feet; thence South 52 degrees 49 minutes 38 seconds West 40.00 feet; thence South 37 degrees 10 minutes 22 seconds East, 40.00 feet; thence North 52 degrees 49 minutes 38 seconds East, 40.00 feet to the point of beginning.

## Parcel III

A parcel of land in the Southeast Quarter of the Southwest Quarter of Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, in Liberty Township, Porter County, Indiana; said parcel described as follows (bearing based on the line between monumentation found at the Northwest and the Southwest corners of the Northeast Quarter of said Southwest Quarter having a direction of South 00 degrees 00 minutes 08 seconds East per PTGR survey dated December 26, 1978):

Beginning at the Southwest corner of said Quarter Section; thence South 89 degrees 01 minute 07 seconds East, along the South line of said Quarter Section, 996.53 feet to a point which is 330 feet West of the Southeast corner of said Quarter Section; thence North 00 degrees 10 minutes 25 seconds West, parallel with the East line of said Quarter Section, 660.00 feet; thence South 89 degrees 01 minute 07 seconds East, parallel with said South line, 330.00 feet to said East line; thence North 00 degrees 10 minutes 25 seconds West, along said East line, 658.00 feet to the Northeast corner of said Quarter Section; thence North 88 degrees 46 minutes 36 seconds West 333.30 feet to a point 990.00 feet East of the Northwest corner of said Quarter Section; thence South 00 degrees 00 minutes 08 seconds East parallel with the West line of said Quarter Section 376.00 feet; thence North 88 degrees 46 minutes 36 seconds West, parallel with said North line, 990.00 feet to said West line; thence South 00 degrees 00 minutes 06 seconds East, along said West line, 947.51 feet to the point of beginning; excepting therefrom, the following described parcel:

A parcel of land in the Southeast Quarter of the Southwest Quarter of Section 23, Township 36 North, Range 6 West of the Second Principal Meridian, in Liberty Township, Porter County, Indiana; said parcel described as follows (bearings based on the line between monumentation found at the Northwest and the Southwest corners of the Northeast Quarter of said Southwest Quarter having a direction of South 00 degrees 00 minutes 08 seconds East per PRGR survey dated December 26, 1978):

Commencing at the Southwest corner of said Quarter Section; thence South 89 degrees 01 minute 07 seconds East along the South line of said Quarter Section 996.53 feet to a point which



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is 330.00 feet West of the Southeast corner of said Quarter Section, said point being the point of beginning; thence North 00 degrees 10 minutes 25 seconds West, parallel with the East line of said Quarter Section, 695.00 feet; thence North 62 degrees 21 minutes 57 seconds West 117.90 feet; thence South 89 degrees 49 minutes 35 seconds West 34.00 feet; thence South 00 degrees 10 minutes 25 seconds East 87.82 feet; thence South 69 degrees 49 minutes 35 seconds West 136.39 feet; thence South 49 degrees 23 minutes 56 seconds West 190.00 feet; thence South 15 degrees 46 minutes 14 seconds West 485.00 feet; thence South 00 degrees 58 minutes 53 seconds West 45.00 feet to the South line of said Quarter Section; thence South 89 degrees 01 minute 07 seconds East 545.32 feet, along said South line, to the point of beginning.

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## SCHEDULE C PROPERTY C LEGAL DESCRIPTION

[REDACTED]

Property of Cook County Clerk's Office

[REDACTED]

**UNOFFICIAL COPY****SCHEDULE C****(Description of Land)**

All of that certain lot, piece or parcel of land, with the buildings and improvements thereon, situate, lying and being described as follows:

Real property in the City of Sauk Village, County of Cook, State of Illinois, described as follows:

THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 35 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHWEST 1/4; THENCE SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST 1/4 1330.66 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID NORTHWEST 1/4 (ASSUMED BASIS OF BEARING IS THE NORTH LINE OF THE SAID NORTHWEST 1/4 OF SECTION 19 BEING SOUTH 89 DEGREES 39 MINUTES 09 SECONDS EAST); THENCE SOUTH 00 DEGREES 03 MINUTES 50 SECONDS WEST ALONG SAID EAST LINE 2590.91 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF LINCOLN HIGHWAY AS DEDICATED PER DOCUMENT NO. 8990432; THENCE NORTH 89 DEGREES 23 MINUTES 27 SECONDS WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE 33.00 FEET; THENCE NORTH 00 DEGREES 03 MINUTES 50 SECONDS EAST 256.04 FEET TO THE NORTH LINE OF THE SOUTH 330.00 FEET OF SAID NORTHWEST 1/4 OF SECTION 19 BY EQUAL DIVISION; THENCE NORTH 89 DEGREES 47 MINUTES 53 SECONDS WEST ALONG SAID NORTH LINE OF THE SOUTH 330.00 FEET 631.01 FEET; THENCE NORTH 00 DEGREES 01 MINUTE 55 SECONDS EAST 148.31 FEET; THENCE NORTH 89 DEGREES 34 MINUTES 10 SECONDS WEST 664.12 FEET TO THE WEST LINE OF SAID NORTHWEST 1/4 OF SECTION 19; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID WEST LINE 2187.06 FEET TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

TOGETHER WITH APPURTENANT RIGHTS CREATED BY ACCESS EASEMENT AGREEMENT DATED AS OF JULY \_\_\_, 2007 BETWEEN SAUK TRAIL, LLC AND LINWAY ESTATES VILLAGE II LLC RECORDED JULY \_\_\_, 2007 AS DOCUMENT NO.

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AFTER RECORDING PLEASE RETURN TO:  
 Kathy Patterson  
 C-III Asset Management LLC  
 5221 N. O'Connor Blvd., Ste. 600  
 Irving, TX 75039

JPM 2007-CIBC20

## LIMITED POWER OF ATTORNEY

Wells Fargo Bank, N.A., solely in its capacity as Trustee (the "Trustee") under that certain Pooling and Servicing Agreement dated as of September 28, 2007 (the "Agreement"), among J.P. Morgan Chase Commercial Mortgage Securities Corp., as Depositor, Midland Loan Services, Inc., as Master Servicer, and C-III Asset Management LLC (f/k/a Centerline Servicing Inc.), as Special Servicer, for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-CIBC20, Commercial Mortgage Pass-Through Certificates, Series 2007-CIBC20, hereby makes, constitutes and appoints C-III Asset Management LLC, solely in its capacity as Special Servicer (herein, "C-III"), with a business address of 5221 N. O'Connor Blvd, Suite 600, Irving, Texas 75039, as the true and lawful attorney-in-fact of the Trustee and in the name, place and stead of the Trustee, to take any or all actions incident to or in connection with C-III's management or administration of the Mortgage Loans, Mortgaged Properties and REO Properties (as such terms are defined and contained in the Agreement), in its capacity as Special Servicer (consistent with the servicing standards and duties of Special Servicer under the Agreement), and any and all matters related thereto, including but not limited to the following, as applicable, to the extent consistent with the terms and conditions of the Agreement:

- A. The preparation, execution and delivery of any and all (i) financing statements, continuation statements and other documents or instruments necessary to maintain the lien on the Mortgaged Properties and related collateral; (ii) modifications, subordinations, assumptions, waivers, consents, non-disturbance agreements, and amendments to or with respect to any documents contained in the mortgage files; and (iii) any and all (a) instruments of satisfaction or cancellation and/or mortgage assignments, (b) instruments related to foreclosures or rescissions, (c) instruments of partial or full release or discharge, and (d) other comparable instruments; in each case, with respect to the Mortgage Loans and the Mortgaged Properties; and
- B. (i) To ask, demand, sue for, collect and receive all sums of money, debts or other obligations of any kind with respect to said Mortgage Loans, Mortgaged Properties and REO Properties which are now or shall after this date become due, owing or payable, or otherwise belong to the Trustee; (ii) to endorse in the name of the Trustee for deposit in the appropriate account any check payable to or to the order of the Trustee, in each case with respect to said Mortgage Loans, Mortgaged Properties and REO Properties; (iii) to take such other actions and exercise such rights which may be taken by the Trustee under the terms of any such Mortgage Loan including foreclosure, sale, taking possession of, realization upon or any other disposition of all or any part of any such Mortgage Loan or any collateral therefor or guaranty thereof; and (iv) to manage, conserve, protect and dispose of any REO Property; and
- C. The performance of any and all acts of any kind or nature whatsoever as C-III deems necessary or desirable, in accordance with the terms of the Agreement, to effect such modifications, subordinations, assumptions, waivers, consents, non-disturbance agreements, amendments, satisfactions, cancellations, mortgage

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assignments, foreclosures, rescissions, releases, discharges, disposition or any of the foregoing actions.

The undersigned gives C-III full power and authority to execute instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this Limited Power of Attorney as fully as the Trustee might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that C-III shall lawfully do or cause to be done by virtue of the powers and authority granted and contemplated hereby. This Limited Power of Attorney shall be effective as of the date signed below, and shall continue in full force until revoked in writing by the Trustee or the termination of the Agreement, whichever is earlier. Third parties without actual notice of any written revocation may rely upon the exercise of the powers granted under this Limited Power of Attorney, and may be satisfied that this Limited Power of Attorney shall continue in full force and effect unless they have notice it has been revoked as previously stated.

The provisions of the Limited Power of Attorney are intended to regulate the rights and powers between the Trustee and C-III, and said provisions will not limit, enlarge or in any way affect the obligations or agreements between the Trustee and any other person or entity.

The Trustee hereby ratifies, confirms and approves in all respects any and all acts and doings of C-III, and its respective officers, employees, directors, agents and attorneys which have been performed, which acts and doings were in conformity with the Agreement and this Limited Power of Attorney.

Notwithstanding anything contained herein to the contrary, this Limited Power of Attorney does not authorize C-III, without further specific written consent from the Trustee, to (i) initiate any action, suit or proceeding solely under the Trustee's name without indicating C-III's representative capacity; or (ii) take any action with the intent to cause, and that actually causes, the Trustee to be required to be registered to do business in any state.

GIVING AND GRANTING to C-III, full power and authority to do and perform the acts, deeds, matters and things described above as Special Servicer with respect to any of the Mortgage Loans, Mortgaged Properties and/or REO Properties and any and all matters incident or related to the Mortgage Loans, Mortgaged Properties and/or REO Properties, as fully as the Trustee could do if personally present, and by this document ratifying all that the Trustee's attorney-in-fact shall lawfully do or cause to be done in accordance with the terms hereof.

This Limited Power of Attorney may be filed for record in any appropriate public office.

IN WITNESS WHEREOF, Wells Fargo Bank, N.A. as Trustee for the registered holders of J.P. Morgan Chase Commercial Mortgage Securities Trust 2007-CIBC 20, Commercial Mortgage Pass-Through Certificates, Series 2007-CIBC20 has caused this Limited Power of Attorney to be executed by its duly authorized representatives this 24<sup>th</sup> day of June, 2010.

[SIGNATURES TO FOLLOW]

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WELLS FARGO BANK, N.A., AS TRUSTEE, FOR  
THE REGISTERED HOLDERS OF J.P. MORGAN  
CHASE COMMERCIAL MORTGAGE SECURITIES  
TRUST 2007-CIBC20, COMMERCIAL MORTGAGE  
PASS-THROUGH CERTIFICATES, SERIES 2007-  
CIBC20  
(and not in its individual corporate capacity)

WITNESSED BY:

Name: Lucy Burgess

By: [Signature]  
Name: Kevin Trogon, Vice President &  
Title: Assistant Secretary

Name: Kristin Mazze

Attest: [Signature]  
Name: Alex Humphries  
Title: Assistant Secretary

**ACKNOWLEDGEMENT**

STATE OF Maryland §  
COUNTY OF Baltimore §

On this 24<sup>th</sup> day of June, 2010, before me, Colleen Perry, a Notary Public in and for said State, personally appeared Kevin Trogon known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed this Power of Attorney in his/her capacity on behalf of Wells Fargo Bank, N.A., and that by his/her signature on the instrument the person, or the entity upon behalf of which person acted, executed the instrument.

WITNESS my hand and official seal.

Colleen Perry  
Notary Public  
Baltimore County  
Maryland  
My Commission Expires 8-21-2012

[Signature]  
Notary Public in and for the State of Maryland

Colleen Perry

Printed Name of Notary

My Commission Expires: 8/21/2012

(Notary Seal)