

# UNOFFICIAL COPY



Doc#: 1120029002 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/19/2011 09:28 AM Pg: 1 of 12

*This Document Prepared by and  
after Recording, Return To:*

James V. Inendino, Esq.  
Loeb & Loeb LLP  
321 North Clark Street  
23<sup>rd</sup> Floor  
Chicago, Illinois 60654

Above space for recording purposes

## SPECIAL WARRANTY DEED

BEVBOOK, LLC, a Delaware limited liability company ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid to the undersigned by 2001 BOOKS HOLDINGS, LLC, BEVERLY SERIES, a Delaware limited liability company ("Grantee"), whose mailing address is c/o Great West Life & Annuity Insurance Company, 8515 East Orchard Road 3T2, Greenwood Village, Colorado 80111, the receipt and sufficiency of such consideration being hereby acknowledged, Grantor does hereby GRANT, SELL, AND CONVEY unto Grantee that certain real property being more particularly described in Exhibit 1 attached hereto and made a part hereof for all purposes, together with all improvements and fixtures situated thereon (collectively, the "Property"); subject, however, to those matters described in Exhibit 2 attached hereto and made a part hereof for all purposes.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee and its successors and assigns and to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or claim the same, or any part thereof, by, through, or under Grantor but not otherwise.

The Special Warranty Deed is given by Grantor as a deed in lieu of foreclosure within the purview of Section 15-1401 of the Illinois Mortgage Foreclosure Act (735 ILCS 5/15-1401) permitting deeds in lieu of foreclosure. It is the purpose and intent of Grantor and Grantee that the interests of Grantee shall not merge with the interests of mortgagee under the mortgage.

EXEMPT UNDER PROVISIONS OF PARAGRAPH L  
SECTION 4, REAL ESTATE TRANSFER TAX ACT

7/14/2011 James V. Inendino, Esq.  
DATE SELLER OR REPRESENTATIVE

8839832, 652, 2011, AM (C)

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EXECUTED this 9th day of June, 2011

BEVBOOK, LLC, a Delaware limited liability company

By: Bevbook Company, Inc., a Delaware corporation  
Its: Managing Member

By: Andrew M. Schreier  
Name: ANDREW M. SCHREIER  
Title: VICE PRESIDENT

STATE OF FLORIDA )  
                                  ) SS  
COUNTY OF PALM BEACH)

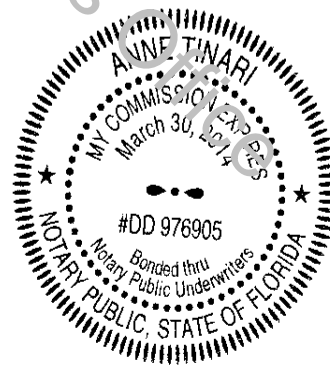
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that Andrew M. Schreier personally known to me to be the Vice President of Bevbook Company, Inc., a Delaware corporation, and the authorized Manager of BEVBOOK, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that said person signed and delivered the said instrument as his free and voluntary act on behalf of Manager, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9th day of June, 2011.

Anne Tinari  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES 03-30-2014



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## EXHIBIT 1

### LEGAL DESCRIPTION

#### PARCEL 1:

THE SOUTH 50 FEET OF THE NORTH 150 FEET OF LOT 79 IN CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79, FALLING IN THE SCHOOLHOUSE LOT, AND EXCEPT ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPT ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 6; CONVEYED TO THE CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT NUMBER 10786683 IN BOOK 28900, PAGE 276) ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 79 (EXCEPT THE NORTH 150 FEET) IN CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, (EXCEPT THEREFROM THAT PORTION OF SAID LOT 79 FALLING IN SCHOOL HOUSE LOT AND EXCEPTING ALSO THE WEST 33 FEET OF SAID LOT 79 AND EXCEPTING ALSO THAT PORTION OF LOT 79 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SAID SECTION 6 AND CONVEYED TO CITY OF CHICAGO BY QUIT CLAIM DEED DATED OCTOBER 15, 1930 AND RECORDED NOVEMBER 10, 1930 AS DOCUMENT 10786683 IN BOOK 28900 PAGE 276) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3:

THE NORTH 154 FEET OF THE SOUTH 208 FEET OF THE WEST 175 FEET OF THE EAST 208 FEET OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 (OTHERWISE DESCRIBED AS LOT 81 OF GEORGE A. CHAMBER'S SUBDIVISION OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 4:

LOT 41 (EXCEPT THE EAST 93 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF SAID LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF THE

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WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EAST 93 FEET OF LOT 41 (EXCEPT EAST 33 FEET OF SAID LOT 41) AND EXCEPT THAT PART OF LOT 41 LYING SOUTH OF A LINE 54 FEET NORTH OF AND PARALLEL WITH SOUTH LINE OF SECTION 6 IN GEORGE A. CHAMBERS SUBDIVISION OF WEST 1/2 OF SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE WEST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14, 1998, RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98282079, BEING THE EAST 33 FEET OF THE PART OF LOT 41 LYING NORTH OF THE NORTH LINE OF WEST 95TH STREET AS WIDENED BY COOK COUNTY COURT JUDGMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438 IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 7:

THE EAST 1/2 OF THAT PART OF SOUTH BELL AVENUE VACATED BY CITY OF CHICAGO ORDINANCE ENACTED JANUARY 14, 1998 RECORDED APRIL 9, 1998 AS DOCUMENT NO. 98282079, BEING THE WEST 33 FEET OF LOT 79 LYING SOUTH OF THE EASTERLY EXTENSION OF THE NORTH LINE OF LOT 41 AND NORTH OF THE NORTH LINE OF WEST 95TH STREET AS WIDENED BY COOK COUNTY COURT JUDGMENT ENTERED JULY 9, 1941 AS GENERAL NUMBER 49438, IN GEORGE A. CHAMBERS SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS.

THE ABOVE PARCELS ARE ALSO DESCRIBED AS FOLLOWS:

PART OF LOTS 41, 79 AND 81 IN GEORGE A. CHAMBER'S SUBDIVISION OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE ADJACENT PORTION OF VACATED SOUTH BELL AVENUE, CITY OF CHICAGO, COOK COUNTY, ILLINOIS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 41;

THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS WEST 21.00 FEET TO AN "X" SET IN THE CONCRETE SIDEWALK AT THE NORTH LINE OF 95TH STREET AT THE POINT OF BEGINNING;

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THENCE NORTH 00 DEGREES 11 MINUTES 00 SECONDS WEST, 105.37 FEET TO A SET "X" IN THE CONCRETE SIDEWALK;

THENCE NORTH 89 DEGREES 59 MINUTES 43 SECONDS EAST, 329.25 FEET TO A SET 3/4 INCH STEEL REBAR;

THENCE NORTH 00 DEGREES 09 MINUTES 10 SECONDS WEST 26.47 FEET TO A SET 3/4 INCH STEEL REBAR;

THENCE NORTH 89 DEGREES 59 MINUTES 25 SECONDS EAST, 88.57 FEET TO A SET 3/4 INCH STEEL REBAR;

THENCE NORTH 00 DEGREES 09 MINUTES 29 SECONDS WEST, 22.71 FEET TO A SET 3/4 INCH STEEL REBAR;

THENCE NORTH 89 DEGREES 59 MINUTES 39 SECONDS EAST, 174.53 FEET BEING PREVIOUSLY RECORDED 175.00 FEET TO A SET 3/4 INCH STEEL REBAR;

THENCE SOUTH 00 DEGREES 09 MINUTES 56 SECONDS EAST, 154.61 FEET;

THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 529.33 FEET TO AN "X" SET IN THE CONCRETE SIDEWALK AT THE POINT OF BEGINNING.

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## EXHIBIT 2

### PERMITTED EXCEPTIONS

1. MORTGAGE AND SECURITY AGREEMENT DATED FEBRUARY 2, 2001 AND RECORDED FEBRUARY 13, 2001 AS DOCUMENT NO. 0010115000 MADE BY DB BEVERLY, L.L.C. TO WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 22, 2001 TO SECURE AN INDEBTEDNESS IN THE AMOUNT OF \$3,903,926.05.

ASSIGNMENT OF MORTGAGE RECORDED FEBRUARY 13, 2001 AS DOCUMENT NO. 0010115002 TO FIRST SECURITY BANK, N.A., AS COLLATERAL TRUSTEE

INSTRUMENT OF ACCESSION AND ASSUMPTION DATED JULY 6, 2001 AND RECORDED AUGUST 7, 2001 AS DOCUMENT NO. 0010719156 MADE BY BEVBOOK, LLC, (TRANSFeree), DB BEVERLY, L.L.C. (TRANSFEROR) AND WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE (LENDER). THE TERMS, PROVISIONS AND CONDITIONS AS CONTAINED THEREIN.

2. ASSIGNMENT OF LEASES AND RENTS DATED FEBRUARY 2, 2001 AND RECORDED FEBRUARY 13, 2001 AS DOCUMENT NO. 0010115001 MADE BY DB BEVERLY, L.L.C. TO WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE UNDER A TRUST AGREEMENT DATED JANUARY 22, 2001.

REASSIGNMENT OF LEASES AND RENTS RECORDED FEBRUARY 13, 2001 AS DOCUMENT NO. 0010115003 TO FIRST SECURITY BANK, N.A., AS COLLATERAL TRUSTEE.

3. SECURITY INTEREST OF WELLS FARGO BANK NORTHWEST, N.A., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING BORDERS, INC AS DEBTOR AND RECORDED SEPTEMBER 17, 2007 AS DOCUMENT NO. 0726060102.
4. SECURITY INTEREST OF WELLS FARGO BANK NORTHWEST, N.A., SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT NAMING BEVBOOK, LLC AS DEBTOR AND RECORDED SEPTEMBER 17, 2007 AS DOCUMENT NO.0726060103.
5. PARTY WALL AND EASEMENT AGREEMENT MADE BY AND BETWEEN CHICAGO CITY BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST NUMBERS 6750 AND 6772 AND BEVERLY HILLS PLAZA BUILDING CORPORATION BY INSTRUMENT RECORDED MAY 21, 1963 AS DOCUMENT 18803090.

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6. EASEMENT FOR PUBLIC UTILITY AS DISCLOSED BY POLES OVER AND UPON THE LAND AS DISCLOSED BY SURVEY NO. 2496LT DATED MARCH 3, 1998 PREPARED BY JENS K. DOE
7. ENCROACHMENT OF THE CANOPY LOCATED MAINLY ON THE LAND ONTO THE PROPERTY SOUTH AND ADJOINING BY APPROXIMATELY.72 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 9711009 PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY DATED JANUARY 5, 1998.
8. ENCROACHMENT OF THE OVERHEAD SIGN LOCATED MAINLY ON THE LAND ONTO THE PROPERTY SOUTH AND ADJOINING, AS SHOWN ON PLAT OF SURVEY NUMBER 9711009 PREPARED BY CHICAGO GUARANTEE SURVEY COMPANY DATED JANUARY 5, 1998.
9. ENCROACHMENT OF THE REMAINDER OF A CONCRETE FOUNDATION LOCATED MAINLY ON THE LAND OVER AND ONTO PROPERTY NORTH AND ADJOINING BY 0.02 OF A FOOT, AS DISCLOSED BY PLAT OF SURVEY MADE BY JENS K. DOE DATED MARCH 3, 1998 NO. 2496LT.
10. EASEMENTS IN FAVOR OF PUBLIC UTILITIES, AS RESERVED BY THE ORDINANCE OF VACATION RECORDED APRIL 9, 1998 AS DOCUMENT 98282079.
11. ENCROACHMENT OF THE 1 STORY MASONRY COMMERCIAL BUILDING LOCATED MAINLY ON THE LAND ONTO THE PROPERTY EAST AND ADJOINING BY APPROXIMATELY.02 FEET ON THE NORTH END AND 1.29 FEET ON THE SOUTH END, AS SHOWN ON PLAT OF SURVEY NUMBER 2496 LT PREPARED BY JENS K. DOE DATED MARCH 3, 1998.
12. ENCROACHMENT OF THE ISLAND LOCATED MAINLY ON THE PROPERTY NORTH AND ADJOINING ONTO THE LAND BY AN UNDISCLOSED AMOUNT, AS SHOWN ON PLAT OF SURVEY NUMBER 2946LT PREPARED BY JENS K. DOE DATED MARCH 3, 1998.
13. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND ONTO THE PROPERTY NORTH AND ADJOINING BY APPROXIMATELY.60 FEET AND.79 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2496LT PREPARED BY JENS K. DOE DATED MARCH 3, 1998.
14. ENCROACHMENT OF THE FENCE LOCATED MAINLY ON THE LAND ONTO THE PROPERTY EAST AND ADJOINING BY APPROXIMATELY.18 FEET, AS SHOWN ON PLAT OF SURVEY NUMBER 2496LT PREPARED BY JENS K. DOE DATED MARCH 3, 1998.
15. TERMS AND CONDITIONS OF THE 95TH AND WESTERN REDEVELOPMENT PROJECT AREA REDEVELOPMENT AGREEMENT DATED MARCH 23, 1998 AND RECORDED APRIL 9, 1998 AS DOCUMENT 98282080 BETWEEN DB BEVERLY L.L.C. AND THE CITY OF CHICAGO.

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16. EASEMENT IN FAVOR OF COMMONWEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE A/K/A AMERITECH COMPANY, AND ITS/THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO INSTALL, OPERATE AND MAINTAIN ALL EQUIPMENT NECESSARY FOR THE PURPOSE OF SERVING THE LAND AND OTHER PROPERTY, TOGETHER WITH THE RIGHT OF ACCESS TO SAID EQUIPMENT, AND THE PROVISIONS RELATING THERETO CONTAINED IN THE GRANT RECORDED/FILED AS DOCUMENT NO. 98358576.
17. ANY OTHER MATTERS OF RECORD OR WHICH WOULD BE DISCLOSED BY A CURRENT SURVEY.
18. REAL ESTATE TAXES FOR THE YEAR 2010 AND SUBSEQUENT YEARS.

Property of Cook County Clerk's Office



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## DEED IN LIEU OF FORECLOSURE CERTIFICATE

BEVBOOK, LLC, a Delaware limited liability company (the "Seller") represents and warrants to Wells Fargo Bank Northwest, N.A., a national banking association f/k/a First Security Bank, N.A., not personally, but as Collateral Trustee under Collateral Trust Indenture dated as of January 22, 2001 (the "Collateral Trustee"), Wilmington Trust Company, not personally, but as Owner Trustee under Collateral Trust Indenture dated as of January 22, 2001 ("WTC"), and 2001 BOOKS HOLDINGS, LLC, BEVERLY SERIES, a Delaware limited liability company ("Owner"), and their respective successors and assigns, as follows:

1. Seller executed and delivered, or is contemporaneously with its execution and delivery of this Deed in Lieu of Foreclosure Certificate (this "Certificate") executing, a certain deed dated June 24, 2011 (the "Deed") and other documents, conveying the property commonly known as 2210 West 93<sup>rd</sup> Street, Chicago, Illinois (the "Property") to Owner.

2. The Deed was executed and delivered in order to resolve all of Borrower's Defaults under those Loan Documents as set forth in Schedule 1 hereto, dated February 2, 2001 between WTC and DB Beverly, L.L.C., and subsequently assumed by Seller pursuant to that certain Instrument of Accession and Assumption dated July 6, 2001, in order to avoid the necessity of litigation, foreclosure, the delays and costs therewith, and to avoid the delays and costs associated with Seller's exercise of any right of redemption in the Property.

3. The Deed was intended to be and is an absolute conveyance of title to the Real Estate to Owner in effect as well as in form; the Deed was not and is not intended to serve or operate as a mortgage, deed to secure debt, security agreement, trust conveyance, deed of trust, lien, security interest, or security of any kind; Seller, by virtue of the Deed, waived, relinquished, and gave up any and all right, title, and interest, legal, equitable, or otherwise in the Property; the consideration for the Deed was and is for the benefit of Seller and consists of Collateral Trustee, WTC, and Owner's execution and delivery of the Covenant Not to Sue and to avoid delays and costs and other consequences of a judicial foreclosure.

4. The Deed was executed and delivered as the result of the Seller's request and was the free and voluntary act of Seller; Seller has no creditors whose rights would be prejudiced by the Deed; Seller's execution and delivery of the Deed and this Certificate is not the result of duress or undue influence, intimidation, misapprehension, bad faith, unconscionable conduct, overreaching conduct, or misrepresentation by Collateral Trustee, WTC, or Owner, or any agent, attorney, or any other representative of Collateral Trustee, WTC, or Owner; Seller has been represented by competent legal counsel of its own choosing throughout the transactions contemplated by the Deed and this Certificate.

5. No work, labor, or materials have been supplied to the Property by Seller upon which anyone could base a mechanics' lien, equitable lien, or any other type of lien against the Property which has not been fully paid for.

6. None of Collateral Trustee, WTC, or Owner has not taken advantage of Seller by threats, duress, intimidation, overreaching conduct, unconscionable conduct, bad faith, or otherwise, and Seller, by executing and delivering the Deed, this Certificate, and the other

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documents in connection therewith, acted freely and voluntarily, and not under coercion or duress; Seller is proceeding with the transaction as a volunteer pursuant to what it perceives to be in its own best interest. Seller understands that the transactions may have adverse tax consequences and has consulted with such tax, legal, and accounting advisors with respect to such consequences as it has deemed advisable.

7. This Certificate is made to induce Owner to accept the Deed, is made for the protection and benefit of Owner and their successors, grantees, and assigns, any title insurers who may now or hereafter insure Owner's respective interests in the Property, and all other parties hereafter dealing with or who may acquire any interest in the Property, all of whom may rely on this Certificate.

8. To the extent necessary for Owner to defend a challenge to this transaction, the undersigned will use commercially reasonable efforts to cause its members, officers, directors, shareholders, employees, and agents of its managing member to testify, declare, depose or certify before any competent tribunal, officer, or person, in any case now pending or that may hereafter be constituted, to the truth and accuracy of the particular facts set forth above to the extent its members, officers, directors, shareholders, employees, and agents of its managing member have knowledge of same.

9. All representations and warranties made in this Certificate shall be deemed remade as of the recording of the Deed, provided such Deed is recorded within fifteen (15) days after the date of the Deed.

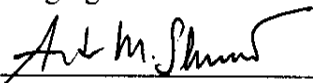
10. This Certificate may be attached and recorded with the Deed herein.

BEVBOOK, LLC, a Delaware limited liability company

By: Bevbook Company, Inc., a Delaware corporation

Its: Managing Member

By:



Name:

**ANDREW M. SCHREIER**

Title:

**VICE PRESIDENT**

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STATE OF FLORIDA)  
) SS  
COUNTY OF Palm Beach

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DOES HEREBY CERTIFY, that Andrew M. Schreier personally known to me to be the Vice President of Bevbook Company, Inc., a Delaware corporation, and the authorized Manager of BEVBOOK, LLC, a Delaware limited liability company, appeared before me this day in person and acknowledged that said person signed and delivered the said instrument as his free and voluntary act on behalf of Manager, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 9<sup>th</sup> day of June, 2011.

Anne Tinari  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES 03-30-2014



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## SCHEDULE 1

### LIST OF LOAN DOCUMENTS

1. Project Loan Note dated as of February 2, 2001 from DB Beverly, L.L.C. in the amount of \$3,903,926.05 ("Project Loan Note").
2. Project Loan Agreement dated as of February 2, 2001 between DB Beverly, L.L.C. and Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee, as Lender.
3. Mortgage and Security Agreement dated as of February 2, 2001 from DB Beverly, L.L.C. to Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee.
4. Assignment of Mortgage dated as of February 2, 2001 from Wilmington Trust Company, as Owner Trustee to First Security Bank, as Collateral Trustee under Collateral Trust Indenture dated as of January 22, 2001.
5. Assignment of Leases and Rents dated as of February 2, 2001 from DB Beverly, L.L.C., to Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee.
6. Reassignment of Leases and Rents dated as of February 2, 2001 from Wilmington Trust Company, as Owner Trustee to First Security Bank, as Collateral Trustee under Collateral Trust Indenture dated as of January 22, 2001.
7. Instrument of Accession And Assumption dated July 6, 2001 by DB Beverly, L.L.C. and Bevbook, LLC, in favor of Wilmington Trust Company, as Owner Trustee, its successors and assigns.
8. All other documents executed by Seller or its predecessor-in-interest in connection with the loan evidenced by the Project Loan Note.