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Doc#: 1205315066 Fee: \$48.25
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 02/22/2012 03:09 PM Pg: 1 of 5

THE NORTHERN TRUST COMPANY – LOAN NO.

After Recording, Return To:

THE NORTHERN TRUST COMPANY
2020 Ross Avenue
Dallas (Dallas County), TX 75201
Attention: Mark Gurney

COLLATERAL ASSIGNMENT OF NOTE AND LIENS

THIS COLLATERAL ASSIGNMENT OF NOTE AND LIENS (this "Assignment") is made as of JANUARY 30, 2012, by ASPEN PIPELINE II LP, a Delaware limited partnership ("Debtor"), in favor of THE NORTHERN TRUST COMPANY, a state bank organized under Illinois law (together with its successors and assigns, "Lender").

RECITALS

- A. Debtor is the current holder of the Collateral Note described on Exhibit A.
- B. The Collateral Note is secured by the Collateral Documents described on Exhibit A, certain of which encumber the real property described in Exhibit B attached hereto.
- C. Debtor, certain guarantors party thereto, and Lender have entered into that certain **LOAN AND SECURITY AGREEMENT** dated as of even date herewith (the "Loan Agreement") pursuant to which Debtor has assigned and pledged to Lender all of its right, title and interest in the Collateral Note, the Collateral Documents, and the other loan documents and guaranties delivered in connection therewith (the "Collateral Documents"), and in connection with its execution and delivery of the Loan Agreement, Debtor has agreed to record a collateral assignment of the Collateral Documents to Lender.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. **Assignment**. Effective as of the date hereof, Debtor has collaterally assigned, and hereby collaterally assigns, to Lender, as security for the Indebtedness of Lender under the Loan Agreement, all of Debtor's right, title and interest in, to and under the Collateral Documents, to have and to hold the same unto Lender from and after the date hereof.
2. **Subject to Loan Agreement**. Notwithstanding anything to the contrary herein, this Assignment is made pursuant to and in accordance with the terms of the Loan Agreement and is subject to all of the limitations set forth therein. The terms, conditions and provisions of the Loan Documents (as the same may have been amended, modified or restated from time to time) are incorporated herein by reference, the same as if stated verbatim herein.

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IN WITNESS WHEREOF, Debtor has duly executed this Assignment as of the date as of the date of the acknowledgment below, but to be effective as of the date first written above.

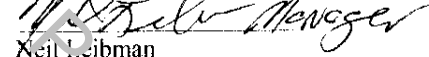
DEBTOR:

ADDRESS:

ASPEN PIPELINE II LP

5956 Sherry Lane, Suite 900
Dallas, TX 75225

By: Aspen Pipeline Management GP II L.L.C.,
a Texas limited liability company
Its: Managing General Partner

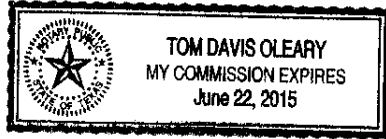
By: 
Name: Neil Leibman
Title: Manager

STATE OF TEXAS §
COUNTY OF DALLAS §

THIS INSTRUMENT was acknowledged before me on Jan 24, 2012 by Neil Leibman, Manager of ASPEN PIPELINE MANAGEMENT GP II L.L.C., a Texas limited liability company, as managing general partner of ASPEN PIPELINE II LP, a Delaware limited partnership, on behalf of said entity.


NOTARY PUBLIC, STATE OF TEXAS

[SEAL]



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EXHIBIT A
TO
COLLATERAL ASSIGNMENT OF NOTE AND LIENS

Collateral Loan Documents

1. Amended and Restated Note Purchase Agreement dated as of November 19, 2008, between Robbins Community Power LLC ("Collateral Debtor") and Citigroup Financial Products, Inc. ("Citigroup").

2. Amended and Restated Secured Promissory Note dated as of November 19, 2008, executed by Collateral Debtor and payable to Citigroup in the amount of \$13,450,000.00 (as amended, restated or otherwise modified from time to time, the "Collateral Note").

3. Amended and Restated Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of November 19, 2008, executed by Collateral Debtor for the benefit of Citigroup, and recorded in the real property records of Cook County, Illinois as document number 0832622028 (as amended, restated or otherwise modified from time to time, the "Collateral Mortgage").

4. Amended and Restated Security Agreement dated as of November 19, 2008, between Collateral Debtor and Citigroup.

Each other "Security Document" as defined in the Collateral Note.

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**EXHIBIT B
TO
COLLATERAL ASSIGNMENT OF NOTE AND LIENS**

Property Description135th Street, Robbins (Cook County), Illinois

Property Index Number 24-35-418-001-0000

LEGAL DESCRIPTION:**PARCEL 1: (FACILITY SITE)**

A PARCEL OF LAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN COMPRISING ALL OF PARTS OF LOTS 26 TO 45, BOTH INCLUSIVE, LOTS 88 TO 107, BOTH INCLUSIVE, LOTS 148 TO 167, BOTH INCLUSIVE, LOTS 209 TO 228, BOTH INCLUSIVE, LOTS 269 TO 287, BOTH INCLUSIVE, LOTS 351 TO 348, BOTH INCLUSIVE, LOTS 389 TO 407, BOTH INCLUSIVE, LOTS 450 TO 468, BOTH INCLUSIVE, THE NORTH AND SOUTH PUBLIC ALLEYS ADJOINING AFORESAID LOTS, PART OF TURNER AVENUE, PART OF SFAULDING AVENUE, PART OF SAWYER AVENUE AND PART OF 134TH STREET ALL IN JAMES JAY SMITH AND COMPANY'S 2ND ADDITION TO CLAIRMONT, BEING A SUBDIVISION OF LOTS 3 OF ENGELLAND'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35 AFORESAID, ACCORDING TO THE PLAT THEREOF RECORDED MAY 3, 1893 AS DOCUMENT NO. 1860792 AND PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF LOT 26 IN BLOCK 1 IN THE AFOREDESCRIBED SUBDIVISION, DISTANT 7.00 FEET WEST OF THE SOUTHEAST CORNER THEREOF; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID LOT 26 N.90-00'-00" W., FOR A DISTANCE OF 1258.13 FEET TO THE SOUTHWEST CORNER OF LOT 468 IN BLOCK 8 IN THE AFOREDESCRIBED SUBDIVISION (SAID POINT BEING ON THE EAST RIGHT-OF-LINE OF HOMAN AVENUE; THENCE N.00-28'-46" W., ALONG THE LAST DESCRIBED RIGHT-OF-WAY LINE, FOR A DISTANCE OF 565.17 FEET TO THE NORTHWEST CORNER OF LOT 450 IN BLOCK 7 IN THE AFOREDESCRIBED SUBDIVISION, THENCE S89-53'-18"E., FOR A DISTANCE OF 1232.57 FEET TO A POINT ON THE NORTH LINE OF LOT 45 IN BLOCK 2 IN THE AFOREDESCRIBED SUBDIVISION, THAT IS DISTANT 32.00 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE S.00-32'-18"E. ON A LINE 32.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF BLOCK 2 IN THE AFOREDESCRIBED SUBDIVISION (SAID LINE ALSO BEING THE PRESENT WEST RIGHT-OF-WAY LINE OF KEDZIE AVENUE), FOR A DISTANCE OF 125.01 FEET TO A POINT ON THE NORTH LINE OF LOT 40 IN BLOCK 2, IN THE AFOREDESCRIBED SUBDIVISION; THENCE S.89-53'-18"E., ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 20.00 FEET TO A POINT THAT IS DISTANT 12.00 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 40; THENCE S.00-32'-18"E., ALONG A LINE 12.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 2 (SAID LINE ALSO BEING THE PRESENT WEST RIGHT-OF-WAY LINE OF KEDZIE AVENUE), FOR A DISTANCE OF 302.73 FEET TO A POINT OF THE SOUTH LINE OF LOT 29 IN BLOCK 2 IN THE AFOREDESCRIBED SUBDIVISION; THENCE S.05-17'-53"E., FOR A DISTANCE OF 60.26 FEET TO A POINT OF THE NORTH LINE OF LOT 28 IN BLOCK 1 IN THE AFOREDESCRIBED SUBDIVISION THAT IS DISTANT 7.00 FEET WEST FROM THE NORTHEAST CORNER THEREOF; THENCE S.00-32'-18"E. ON A LINE 7.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 1, FOR A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

.
EXCEPTING THEREFROM THE WEST 397.33 FEET OF THE ABOVE DESCRIBED PROPERTY.

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PARCEL 2: (LAYDOWN SITE)

THAT PART OF JAMES J. SMITH AND COMPANY'S SECONDS ADDITION TO CLAIRMOUNT, (BEING A SUBDIVISION OF LOT 3 IN ENGELLAND'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS) AS PER PLAT THEREOF RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON MAY 3, 1893 AS DOCUMENT 1860792 BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 108 IN BLOCK 1 IN THE AFORESAID SUBDIVISION; THENCE SOUTH 00 DEGREES 13 MINUTES 31 SECONDS EAST ALONG THE WEST LINE OF SAID BLOCK 1 (SAID LINE ALSO BEING THE PRESENT EAST RIGHT OF WAY LINE OF SAWYER AVENUE) IN THE AFORESAID SUBDIVISION FOR A DISTANCE OF 50.00 FEET TO THE NORTHWEST CORNER OF LOT 110 IN SAID BLOCK 1; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 332.79 FEET TO THE SOUTHWEST CORNER OF LOT 230 IN BLOCK 4 IN SAID AFORESAID SUBDIVISION (SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY LINE OF SPAULDING AVENUE); THENCE SOUTH 00 DEGREES 30 MINUTES 35 SECONDS EAST ON THE LAST DESCRIBED LINE, FOR A DISTANCE OF 86.00 FEET TO A POINT ON A LINE WHICH IS THE EASTERLY PROLONGATION OF A LINE 11.00 FEET SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF LOTS 353 AND 264 IN BLOCK 5 IN THE AFORESAID SUBDIVISION; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED LINE FOR A DISTANCE OF 269.81 FEET TO A POINT ON A LINE 63.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID BLOCK 5 (SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF TURNER AVENUE); THENCE SOUTH 00 DEGREES 29 MINUTES 40 SECONDS EAST ON THE LAST DESCRIBED LINE FOR A DISTANCE OF 374.00 FEET TO A POINT ON THE SOUTH LINE OF 135TH STREET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ON THE LAST DESCRIBED LINE FOR A DISTANCE OF 395.91 FEET TO THE SOUTHWEST CORNER OF BLOCK 8 IN THE AFORESAID SUBDIVISION; THENCE NORTH 00 DEGREES 28 MINUTES 46 SECONDS WEST ALONG THE WEST LINE OF SAID BLOCK 8 (SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE OF HOGAN AVENUE), FOR A DISTANCE OF 510.00 FEET TO THE NORTHWEST CORNER OF LOT 49 IN SAID BLOCK 8; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 998.34 FEET, TO THE POINT OF BEGINNING ALL IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM LOTS 264, 265, 266, 268, 376, 384 AND 385 IN SAID PART OF JAMES J. SMITH AND COMPANY'S SECONDS ADDITION TO CLAIRMOUNT, (BEING A SUBDIVISION OF LOT 3 IN ENGELLAND'S SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35 TOWNSHIP 37 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS).