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Prepared by & after recording
return to:

Jordan Galassie, Esq.
Perkins Coie LLP
131 S. Dearborn St., #1700
Chicago, IL 60603

Doc#: 1212145072 Fee: \$78.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/30/2012 03:17 PM Pg: 1 of 21

Title of Document: **LOAN ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT**

Date of Document: February 21, 2003

Grantor(s): Arlington Associates, an Illinois limited partnership

Grantor(s) Address: 2101 South Arlington Heights Road, Arlington Heights, IL
Arlington Green I LLC, a Delaware limited liability company, Arlington Green II LLC, a Delaware limited liability company and Arlington Green III LLC, a Delaware limited liability company

Grantee(s): Morgan Stanley Dean Witte Mortgage Capital Inc.

Grantee(s) Address: 1585 Broadway, New York, NY 10036

Legal Description: See Schedule 1 for the corrected legal description

Reference Document/Book/Page: Recorded February 27, 2003 as document number 0030281173

This is a certified copy dated April 25, 2012 of the original Loan Assumption, Ratification and Modification Agreement which is being re-recorded to correct a Scrivener's error in the legal description of the original recorded document. The correct legal description is attached hereto as Schedule 1.

April 25, 2012

NCR-536799
3 of 5

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Schedule 1

LEGAL DESCRIPTION OF THE PROPERTY

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at Northeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and running thence West along the North line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 722.0 feet to the center line of Arlington Heights Road; thence Southwesterly along said road center line a distance of 244.96 feet; thence East along a line parallel with said North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 333.5 feet; thence South along a line forming an angle of 90 degrees with the last described line a distance of 90.88 feet; thence East along a line parallel with said North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 422.74 feet to the intersection of said line with the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North along the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 333.69 feet to the Point of Beginning all in Cook County, Illinois.

Except so much as has been taken for the road dedication for Arlington Heights Road and Tonne Road as shown on Plat of Dedication dated May 7, 1984 and recorded June 12, 1984 as Document 27124972, and road dedication for Arlington Heights Road as shown on Plat of Survey from Illinois Registered Land Surveyor No. 35-2797 recorded August 6, 1996 as Document 96666647.

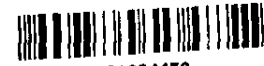
PIN: 08-16-202-015-0000

Commonly known as: 2101 S. Arlington Heights Road, Arlington Heights, IL 60005

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2003-02-27 11:44:18
Cook County Recorder 58.00

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:



0030281173

PIRCHER, NICHOLS & MEEKS
1925 Century Park East
Suite 1700
Los Angeles, CA 90067
Attention: Douglas E. Lahammer

Property of Cook County Clerk's Office

20 Feb

18
D

MSDW Loan Number: 02-10769

LOAN ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT

by and between

ARLINGTON ASSOCIATES, A LIMITED PARTNERSHIP, an Illinois limited partnership
("Existing Borrower"),

ARLINGTON GREEN I LLC, ARLINGTON GREEN II LLC
and ARLINGTON GREEN III LLC (collectively, "New Borrower")

and

MORGAN STANLEY DEAN WITTER MORTGAGE CAPITAL INC.,
a New York corporation ("Lender")

02-3706-7396, DA, SUE

BOX 333-CTD

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THIS LOAN ASSUMPTION, RATIFICATION AND MODIFICATION AGREEMENT (this "Agreement"), made as of February 21, 2003, by and among ARLINGTON ASSOCIATES, A LIMITED PARTNERSHIP, an Illinois limited partnership, having an address at 2101 South Arlington Heights Road, Arlington Heights, Illinois 60005 ("Existing Borrower"), ARLINGTON GREEN I LLC, a Delaware limited liability company, ARLINGTON GREEN II LLC, a Delaware limited liability company and ARLINGTON GREEN III LLC, a Delaware limited liability company, each having an address at 2101 South Arlington Road, Arlington Heights, Illinois 60005 (collectively, "New Borrower"), and MORGAN STANLEY DEAN WITTER MORTGAGE CAPITAL INC., a New York corporation, having an address at 1585 Broadway, New York, New York 10036 (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, on or about October 16, 2002, Lender extended a loan to Existing Borrower in the original principal amount of Five Million Seven Hundred Thousand Dollars (\$5,700,000) (the "Loan");

WHEREAS, the Loan is evidenced by that certain Promissory Note, dated as of October 16, 2002 (the "Closing Date"), made by Existing Borrower in favor of Lender (the "Note");

WHEREAS, the Note is secured by, among other things, (i) that certain Mortgage and Security Agreement (the "Security Instrument"), dated as of the Closing Date, given by Existing Borrower to Lender, recorded on October 21, 2002, as Instrument Number 0021151719 of the Recorder's Office of Cook County, Illinois, encumbering the real property described on Exhibit A attached hereto and made a part hereof, together with all improvements thereon and certain other property described in the Security Instrument (collectively, the "Property"), and (ii) the documents and instruments listed on Exhibit B attached hereto and made a part hereof (the Note, the Security Instrument, the other documents and instruments listed on Exhibit B, together with any other documents and instruments relating to the Loan, whether now or hereafter existing, as the same from time to time may be amended, extended, consolidated, renewed or replaced, collectively, the "Loan Documents");

WHEREAS, with Lender's consent, concurrently herewith Existing Borrower is transferring fee title to the Property to New Borrower;

WHEREAS, subject to the assumption and ratification by New Borrower of Existing Borrower's obligations under the Loan Documents, as hereinafter set forth, Lender is willing to consent to the transfer of fee simple title to New Borrower.

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

1. Consent to Transfer of the Property. Lender hereby consents, pursuant to the provisions of any of the Loan Documents requiring Lender's consent, to the transfer of fee title to the Property from Existing Borrower to New Borrower.

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2. Assignment and Assumption of Loan. Existing Borrower hereby assigns to New Borrower, and New Borrower hereby assumes and agrees, for the benefit of Lender and its successors and assigns, to be bound by, observe and perform, all past (to the extent unsatisfied), present and future liabilities, terms, provisions, covenants and obligations of Existing Borrower under the Loan Documents, and New Borrower agrees that it will be bound by all of such terms and provisions, promptly pay all such liabilities and promptly observe and perform all such covenants and obligations, with the same force and effect as if New Borrower had originally executed and delivered the Loan Documents instead of Existing Borrower. Reference in any Loan Document to Existing Borrower, therefore, henceforth shall be deemed to be a reference to New Borrower.

3. Loan Modifications.

(a) Additional Assumption. The transfer of the Property to New Borrower shall not be deemed the one-time "Sale" (as defined in the Security Instrument) under Section 8.4 of the Security Instrument.

(b) Amended and Restated Promissory Note. Subject to the conditions of this Agreement, New Borrower and Lender shall amend the Note by the execution and delivery of that certain Amended and Restated Promissory Note, dated February 21, 2003. All references in the Loan Documents to the Note shall be deemed to refer to the Amended and Restated Promissory Note.

(c) Amended and Restated Mortgage. Subject to the conditions of this Agreement, New Borrower and Lender shall amend the Security Instrument by the execution and delivery of that certain Amended and Restated Mortgage and Security Agreement, dated February 21, 2003. All references in the Loan Documents to the Security Instrument shall be deemed to refer to the Amended and Restated Mortgage and Security Agreement.

4. Agreements of New Borrower and Existing Borrower. Each of Existing Borrower and New Borrower hereby acknowledges and agrees that:

(a) all of the terms, provisions, covenants, representations, warranties, conditions and stipulations contained in the Loan Documents, and all of New Borrower's obligations under the Loan Documents, as assumed hereunder, are hereby ratified and confirmed by New Borrower in all respects, and shall continue to apply with full force and effect to New Borrower from and after the date hereof;

(b) all of the representations and warranties made by Existing Borrower under the Loan Documents shall be deemed to be remade by New Borrower as of the date hereof with respect to all matters specified therein and with respect to this Agreement fully as if set forth herein, all of which remain true and correct;

(c) as of the date hereof, the obligations of New Borrower under the Loan Documents, as assumed hereunder, are not subject to any reduction, limitation, impairment or termination for any reason, including, without limitation, any claim of waiver, release, surrender or compromise;

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(d) as of the date hereof, there are no offsets, defenses or counterclaims to the obligations under the Loan Documents from which Existing Borrower has been released and which have been assumed by New Borrower hereunder;

(e) as of the date hereof, no default or Event of Default (such term and all other capitalized terms used but not otherwise defined herein shall have the meanings provided therefor in the Security Instrument) and no event which, with the giving of notice, the passage of time, or both, would constitute a default or Event of Default, has occurred and is continuing under any of the Loan Documents, provided that this representation and warranty is limited, as to New Borrower, to its actual knowledge as of the date hereof; and

(f) the agreement of Lender to consent to the assignment to New Borrower shall not be deemed an agreement by Lender to accept additional assignments or amendments to the Loan Documents, to waive any defaults or to waive any of its rights under the Loan Documents.

5. Release of Lender. Existing Borrower and New Borrower hereby release, relinquish, discharge and waive any and all claims, demands, actions, causes of actions, suits, debts, costs, dues, sums of money, accounts, covenants, contracts, controversies, agreements, promises, trespasses, damages, judgments, executions, expenses and liabilities whatsoever, known or unknown, at law or in equity, irrespective of whether such arise out of contract, tort, violation of laws or regulations or otherwise, which Existing Borrower or New Borrower (and their respective successors, assigns, legal representatives, heirs, executors or administrators) ever had, now have or hereafter can, may or shall have against Lender or their officers, directors, employees, representatives, agents, trustees, shareholders, partners, members, contractors, advisors, attorneys, subsidiaries, affiliates, predecessors, successors or assigns by reason of any matter, cause or thing whatsoever from the beginning of the world to and including the date of this Agreement arising out of, relating to, or in connection with, the Loan, the Loan Documents, the Property, this Agreement or the transactions contemplated hereunder, whether known or unknown as of the date hereof.

6. Conditions Precedent. Notwithstanding any provision to the contrary in this Agreement, the effectiveness of the respective consents and directives granted or expressed by Lender within this Agreement shall be subject to the fulfillment, on or prior to February 21, 2003, of the following conditions to the satisfaction of Lender:

(a) Lender shall have received evidence that each New Borrower has been duly constituted as a single-purpose entity incorporating in their organizational documents Lender's required single purpose entity provisions;

(b) New Borrower shall execute, acknowledge, where applicable, and deliver to Lender the Amended and Restated Promissory Note and the Amended and Restated Mortgage and Security Agreement;

(c) Lender shall have received an endorsement to the policy of title insurance insuring Lender's interest in the Property (the "Title Policy"), which endorsement shall amend the effective date of the Title Policy to the date on which this Agreement and the Amended and

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Restated Mortgage and Security Agreement are recorded in the appropriate public office (taking exception for no lien, encumbrance or other matter other than those set forth in the Title Policy on the date originally issued) and shall insure that title to the Property is vested in New Borrower and that the lien of the Security Instrument is not impaired by the transactions contemplated hereby;

(d) Lender shall have received an Opinion of Counsel satisfactory to Lender, addressing, among other things, the due formation, good standing and qualifications of New Borrower, the power and authority of New Borrower and Existing Borrower, the due execution and delivery, and the legality, validity and enforceability of this Agreement, the Amended and Restated Promissory Note, the Amended and Restated Mortgage and Security Agreement and each of the Loan Documents against New Borrower and Existing Borrower, as the case may be, and the continued perfection of the security interests and liens granted by the Loan Documents under applicable law following the transfer of the Property to New Borrower and the assumption and modification of the Loan as provided herein;

(e) Lender shall have received a copy of a new management agreement with Assurance Management LLC, which shall be reasonably acceptable to Lender, together with an original, fully executed counterpart of the Conditional Assignment of Management Agreement;

(f) Lender shall have received amendments to the UCC Financing Statements described on Exhibit B or new UCC Financing Statements in form satisfactory to Lender to reflect the assumption of the Loan by New Borrower and evidence of the filing thereof in the appropriate filing offices;

(g) Lender shall have received UCC search reports with respect to New Borrower with results satisfactory to Lender;

(h) no default or Event of Default shall exist under any of the Loan Documents;

(i) all fees and expenses of Lender, including, without limitation, all reasonable attorneys' fees and expenses, in connection with this Agreement and the transactions contemplated hereby shall have been paid in full;

(j) Fidelity National Title Insurance Company of New York shall have recorded this Agreement and the Amended and Restated Mortgage and Security Agreement;

(k) Quinton Dobbins and Ponda A. Dobbins ("New Guarantors") shall have executed and delivered to Lender that certain Guaranty of Recourse Obligations of Borrower. Reference in any Loan Document to Guarantor, therefore, henceforth shall be deemed to be a reference to New Guarantors;

(l) Joshua A. Proctor shall have executed and delivered to Lender that certain Limited Guaranty of Recourse Obligations of Borrower; and

(m) the continued truth, accuracy and completeness of each of the representations and warranties of Existing Borrower and New Borrower.

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7. Same Indebtedness; Priority of Liens Not Affected. This Agreement and the execution of other documents contemplated hereby do not constitute the creation of a new debt or the extinguishment of the debt evidenced by the Loan Documents, nor will they in any way affect or impair the liens and security interests created by the Loan Documents, which New Borrower acknowledges to be valid and existing liens on and security interests in the Property. New Borrower agrees that the lien and security interests created by the Security Instrument continue to be in full force and effect, unaffected and unimpaired by this Agreement or by the transfer of the Property or any collateral described in financing statements filed in connection with the Loan Documents and that said liens and security interests shall so continue in their perfection and priority until the debt secured by the Loan Documents is fully discharged.

8. General Provisions.

(a) Definition of Loan Documents. Each of the Loan Documents is hereby modified to the extent necessary so that the term "Loan Documents," as such term may be used therein, shall be deemed to include this Agreement.

(b) Reservation of Rights. Nothing contained in this Agreement shall prevent or in any way diminish or interfere with any rights or remedies, including, without limitation, the right to contribution, which Lender may have against Existing Borrower, New Borrower or any other party under the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (codified at Title 42 U.S.C. § 9601 et seq.), as it may be amended from time to time, any successor statute thereto or any other applicable federal, state or local laws, all such rights being hereby expressly reserved.

(c) Rights Cumulative. Lender's rights under this Agreement shall be in addition to all of the rights of Lender under the Note and the other Loan Documents.

(d) Methods of Enforcement. This Agreement is subject to enforcement by Lender at law or in equity, including, without limitation, actions for damages or specific performance.

(e) Costs of Enforcement. In the event that Lender shall retain the services of an attorney or any other consultants in order to enforce this Agreement, or any portion hereof, New Borrower agrees to pay to Lender any and all costs and expenses, including, without limitation, reasonable attorneys' fees, costs and disbursements, incurred by Lender as a result thereof.

(f) Further Assurances. Each of Existing Borrower and New Borrower agrees to execute and deliver all such documents and instruments, and do all such other acts and things, as may be reasonably required by Lender in the future to perfect, assure, confirm or effectuate the assignment by Existing Borrower and the assumption by New Borrower contemplated by and set forth in this Agreement.

(g) Reliance. Lender would not have consented to the transfer of the Property and the other transactions specified herein without New Borrower and Existing Borrower entering into this Agreement. Accordingly, New Borrower and Existing Borrower intentionally and unconditionally enter into the covenants and agreements as set forth above and understand

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that, in reliance upon and in consideration of such covenants and agreements, Lender has consented to the transfer of the Loan and the Property and, as part and parcel thereof, specific monetary and other obligations have been, are being and shall be entered into which would not take place but for such reliance.

(h) Joint and Several. If Existing Borrower or New Borrower consists of more than one person or entity, the obligations and liabilities of each such person or entity hereunder shall be joint and several.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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IN WITNESS WHEREOF, the parties hereto have executed this Loan Assumption and Ratification Agreement as of the day and year first above written.

EXISTING BORROWER:

ARLINGTON ASSOCIATES, A LIMITED PARTNERSHIP, an Illinois limited partnership

By: *Arlington Inc. its General Partner*

By: *Henry V. Teague, Jr.*

Name: Henry V. Teague, Jr.

Title: President

NEW BORROWER:

ARLINGTON GREEN I LLC,
a Delaware limited liability company

By: _____

Name: Quinton Dobbins

Title: Manager

ARLINGTON GREEN II LLC,
a Delaware limited liability company

By: _____

Name: Ponda A. Dobbins

Title: Manager

ARLINGTON GREEN III LLC,
a Delaware limited liability company

By: _____

Name: Joshua A. Proctor

Title: Manager

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IN WITNESS WHEREOF, the parties hereto have executed this Loan Assumption and Ratification Agreement as of the day and year first above written.

EXISTING BORROWER:

ARLINGTON ASSOCIATES, A LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Name: _____
Title: _____

NEW BORROWER:

ARLINGTON GREEN I LLC,
a Delaware limited liability company

By: *Quinton Dobbins*
Name: Quinton Dobbins
Title: Manager

ARLINGTON GREEN II LLC,
a Delaware limited liability company

By: *Ponda A. Dobbins*
Name: Ponda A. Dobbins
Title: Manager

ARLINGTON GREEN III LLC,
a Delaware limited liability company

By: _____
Name: Joshua A. Proctor
Title: Manager

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IN WITNESS WHEREOF, the parties hereto have executed this Loan Assumption and Ratification Agreement as of the day and year first above written.

EXISTING BORROWER:

ARLINGTON ASSOCIATES, A LIMITED PARTNERSHIP, an Illinois limited partnership

By: _____
Name: _____
Title: _____

NEW BORROWER:

ARLINGTON GREEN I LLC,
a Delaware limited liability company

By: _____
Name: Quinton Dobbins
Title: Manager

ARLINGTON GREEN II LLC,
a Delaware limited liability company

By: _____
Name: Ponda A. Dobbins
Title: Manager

ARLINGTON GREEN III LLC,
a Delaware limited liability company

By: Joshua A. Proctor
Name: Joshua A. Proctor
Title: Manager

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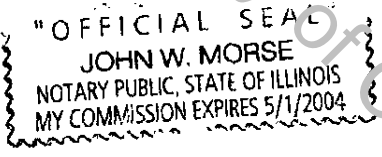
STATE OF ILLINOIS)
)
COUNTY OF COOK)

SS.

Arlington Associates, A Limited Partnership

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Henry V. Teague, Jr. personally known to me to be the President of Arlington Inc. the General Partner of Illinois limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such President, he signed, sealed and delivered said instrument as President of said company, pursuant to authority given by the members of the partnership as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of February, 2003



John W. Morse
Notary

Public

My Commission Expires: _____

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30281173

STATE OF Florida)
COUNTY OF Miami Dade)

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Paula A. Dabbs personally known to me to be the MANAGER of Delivator Green, LLC a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such MANAGER, she signed, sealed and delivered said instrument as MANAGER of said company, pursuant to authority given by the members of the partnership as Her free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of February, 2003

Steph Kucherak
Notary

Public

My Commission Expires: _____



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30281173.

STATE OF Florida)

COUNTY OF Miami Dade)

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Quinton Dobbs personally known to me to be the MANAGER of Activator Group, LLC a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such MANAGER, He signed, sealed and delivered said instrument as MANAGER of said company, pursuant to authority given by the members of the partnership as is free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21 day of February, 2003

[Signature]
Notary

Public

My Commission Expires: _____



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30281173

STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joshua A. Proctor personally known to me to be the Manager of Arlington Green III LLC, a Delaware limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person acknowledged that as such Manager, he signed, sealed and delivered said instrument as Manager of said company, pursuant to authority given by the members of the partnership as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of February, 2003

Linda M. Finland
Notary Public

My Commission Expires: 8/07/03

"OFFICIAL SEAL"
LINDA M. FINLAND
Notary Public, State of Illinois
My Commission Expires 8/07/03

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LENDER:

MORGAN STANLEY DEAN WITTER
MORTGAGE CAPITAL INC.,
A New York corporation

By: *Cynthia Deutsch*
Name: Cynthia Deutsch
Title: Vice President

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STATE OF New York
COUNTY OF New York

ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY that Cynthia Deutsch personally known to me to be the
Vice President of Morgan Stanley, a New York limited *corporation*
partnership, and personally known to me to be the same person whose name is subscribed to the
foregoing instrument, appeared before me this day in person acknowledged that as such
Vice President, she signed, sealed and delivered said instrument as
Vice President of said company, pursuant to authority given by the
members of the partnership as free and voluntary act, and as the free and voluntary act and
deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 21st day of February, 2003

Corinne A. Imbert Faria
Notary Public

My Commission Expires:
CORINNE A. IMBERT FARIA
NOTARY PUBLIC, State of New York
No. 021M6015996
Qualified in New York County
Commission Expires Nov. 9, 2004

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EXHIBIT A

Legal Description of the Property

That part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian described as follows:

Beginning at Northeast corner of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and running thence West along the North line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 722.0 feet to the center line of Arlington Heights Road; thence Southwesterly along said road center line a distance of 244.96 feet; thence East along a line forming an angle of 90 degrees with the last described line a distance of 90.88 feet; thence East along a line parallel with said North line of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 422.74 feet to the intersection of said line with the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$; thence North along the East line of said Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ a distance of 333.69 feet to the Point of Beginning all in Cook County, Illinois.

Except so much as has been taken for the road dedication for Arlington Heights Road and Tonne Road as shown on Plat of Dedication dated May 7, 1984 and recorded June 12, 1984 as Document 27124972, and road dedication for Arlington Heights Road as shown on Plat of Survey from Illinois Registered Land Surveyor No. 35-2797 recorded August 6, 1996 as Document 96666647.

PIN: 08-16-202-015-0000

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EXHIBIT B

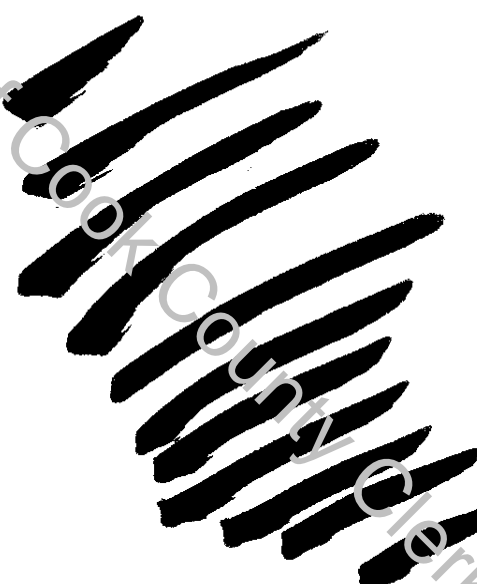
Loan Documents

All of the Loan Documents, unless otherwise expressly stated, are dated as of the Closing Date and are from Existing Borrower to Original Lender.

1. The Note (as defined in the body of this Agreement).
2. The Security Instrument (as defined in the body of this Agreement).
3. Environmental Indemnity Agreement.
4. Assignment of Leases and Rents.
5. UCC-1 Financing Statements.
6. Reserve and Security Agreement
7. Conditional Assignment of Management Agreement
8. Borrower's Closing Certificate.

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Property of Cook County Clerk's Office



I CERTIFY THAT THIS IS A TRUE AND CORRECT COPY

OF BOOK 0030381173

APR 25 12

RECORDER OF DEEDS, COOK COUNTY