

(4 of 6)

# UNOFFICIAL COPY



Doc#: 1231829034 Fee: \$64.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 11/13/2012 10:53 AM Pg: 1 of 14

C.T.I.C 8894179 BARS

Property of Cook County Clerk's Office

---

**ASSIGNMENT OF LEASES AND RENTS**

**LEMONT VILLAGE SQUARE, LLC**

**AS ASSIGNOR**

**AND**

**PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC**

**AS ASSIGNEE**

**County: Cook**

**State: Illinois**

---

Record and Return to:  
Seyfarth Shaw LLP  
620 Eighth Avenue  
New York, NY 10018

Attention: Daniel J. Evans, Esq.

PMCC Loan No.: 5200000038

# UNOFFICIAL COPY

## ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF LEASES AND RENTS (this “**Assignment**”) made as of the 9th day of November, 2012, is by LEMONT VILLAGE SQUARE, LLC, an Illinois limited liability company, as assignor (“**Borrower**”), having an address at 2617 Beacon Hill, Auburn Hills, MI 48326 in favor of PRUDENTIAL MORTGAGE CAPITAL COMPANY, LLC, a Delaware limited liability company, as assignee (together with its successors and assigns, “**Lender**”), having an address at 100 Mulberry Street, Gateway Center Four, 8<sup>th</sup> Floor, Newark, New Jersey 07102-4069.

### WITNESSETH:

WHEREAS, in order to evidence a loan (the “**Loan**”) made from Lender to Borrower on the date hereof, Borrower has executed that certain Promissory Note dated of even date herewith (together with any and all renewals, amendments, extensions, modifications thereto and consolidations thereof, the “**Note**”), payable to the order of Lender in the stated principal amount of Eight Million Nine Hundred Thousand and No/100 Dollars (\$8,900,000.00);

WHEREAS, the Note is secured by that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated of even date herewith (together with any and all renewals, amendments, extensions, modifications thereto and consolidations thereof, the “**Security Instrument**”) from Borrower, as grantor, to Lender, as beneficiary, encumbering that certain real property situated in the City of Lemont, County of Cook, State of Illinois as is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the “**Land**”) and all structures, buildings and other improvements now or hereafter located or placed on the Land (collectively, the “**Improvements**”) (the Land and the Improvements are collectively referred to as the “**Real Estate**”);

WHEREAS, the Security Instrument also secures full and prompt payment and performance of all of the provisions, agreements, covenants and obligations contained in that certain loan agreement related to the Note dated as of the date hereof by and among Borrower and Lender (together with any and all renewals, amendments, extensions, modifications and consolidations thereof, the “**Loan Agreement**”);

WHEREAS, Borrower desires to further secure the performance of the terms, covenants and agreements hereof and of the Note, the Loan Agreement, the Security Instrument and each other document evidencing, securing, guaranteeing or otherwise relating to the indebtedness evidenced by the Note (the Note, the Loan Agreement, the Security Instrument and such other documents, as each of the foregoing may from time to time be amended, consolidated, renewed or replaced, being collectively referred to herein as the “**Loan Documents**”); and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meaning set forth in the Loan Agreement and/or Security Instrument.

NOW, THEREFORE, in consideration of the making of the Loan evidenced by the Note by Lender to Borrower and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby irrevocably, absolutely and

# UNOFFICIAL COPY

unconditionally transfer, sell, assign, pledge and convey to Lender, its successors and assigns, all of the right, title and interest of Borrower in and to:

(a) any and all leases (including without limitation, oil, gas and mineral leases), licenses, concessions, rental agreements and occupancy agreements of whatever form now or hereafter affecting all or any part of the Real Estate and any and all guarantees, assignments, extensions, renewals, replacements and modifications thereof, as the same may be amended (each, and including, without limitation, **Major Leases** (as defined in the Loan Agreement), a “**Lease**” and collectively, the “**Leases**”); and

(b) all deposits (whether for security or otherwise and whether in the form of cash or letter of credit or otherwise), rents, issues, profits, revenues, royalties, accounts, rights, benefits and income of every nature of and from the Real Estate, including, without limitation, minimum rents, additional rents, termination payments, forfeited security deposits, liquidated damages following default and all proceeds payable under any policy of insurance covering loss of rents (including, without limitation, resulting from untenability due to destruction or damage to the Real Estate), together with the immediate and continuing right to collect and receive the same, whether now due or hereafter becoming due, and together with all rights and claims of any kind that Borrower may have against any Tenant under the Leases or against any other occupant of the Real Estate (collectively, the “**Rents and Profits**”).

IT IS AGREED that this Assignment is made upon the following terms, covenants and conditions:

1. Notwithstanding that this Assignment is a present, absolute and executed assignment of all rights, title and interest in the Rents and Profits and the Leases, Borrower is hereby permitted, at its discretion, and is hereby granted a license by Lender, to exercise all rights granted to the landlord under the Leases and to collect and retain the Rents and Profits unless and until there shall be a Default or an Event of Default under the terms of any of the Loan Documents. In the event of such Default or Event of Default, the aforementioned license granted to Borrower shall automatically terminate without notice to Borrower, and Lender may thereafter, without taking possession of the Real Estate, exercise landlord's rights under the Leases and collect the Rents and Profits. Further, from and after any such license termination, if Borrower receives any Rents and Profits, Borrower shall hold any amounts collected in trust for the sole and exclusive benefit of Lender and Borrower shall, within one (1) business day after receipt of any Rents and Profits, pay the same to Lender to be applied by Lender as hereinafter set forth. Furthermore, from and after such Default or Event of Default and termination of the aforementioned license, Lender shall have the right and authority, without any notice whatsoever to Borrower and without regard to the adequacy of the security for the Loan, to:

- a. make application to a court of competent jurisdiction for appointment of a receiver for all or any part of the Real Estate, as particularly set forth in the Security Instrument;
- b. manage and operate the Real Estate, with full power to employ agents to manage same;

# UNOFFICIAL COPY

- c. demand, collect, receive and sue for the Rents and Profits, including those past due and unpaid; and
- d. do all acts relating to such management of the Real Estate, including, but not limited to:
  - (i) negotiate new Leases;
  - (ii) make adjustments to existing Leases;
  - (iii) contract and pay for repairs and replacements to the Improvements and to the fixtures, equipment and personal property located in the Improvements or used in any way in the operation, use and occupancy of the Real Estate as in the sole and absolute discretion of Lender may be necessary to maintain same in a tenantable condition;
  - (iv) purchase such additional furniture and equipment as in the sole and absolute discretion of Lender may be necessary to maintain adequate rental income from the Real Estate;
  - (v) employ necessary managers and other employees;
  - (vi) purchase fuel, contract to provide utilities and pay for all other expenses incurred in the operation of the Real Estate; and
  - (vii) maintain adequate insurance coverage over hazards customarily insured against and pay the premiums therefor.

2. Lender may apply the Rents and Profits received from the Real Estate towards costs and expenses, and against interest, principal, required escrow deposits and such other sums which have or which may become due, from time to time, under the terms of the Loan Documents, in such order or priority as determined by Lender, in its sole and absolute discretion. Costs and expenses shall include, without limitation, attorneys' fees and a management fee for any management agent so employed, amounts expended for repairs, upkeep, maintenance, service, fuel, utilities, taxes, assessments, insurance premiums and such other costs and expenses as Lender incurs in connection with the operation of the Real Estate.

3. Without limiting the rights granted hereinabove, in the event Borrower shall fail to make any payment or to perform any act required under the terms hereof and such failure shall not be cured within any applicable grace or cure period, then Lender may, but shall not be obligated to, without prior notice to or demand on Borrower, and without releasing Borrower from any obligation hereof, make or perform the same in such manner and to such extent as Lender may deem necessary to protect the security hereof, including specifically, without limitation, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of Lender, performing or discharging any obligation, covenant or agreement of Borrower under any of the Leases, and, in exercising any of such powers, paying all necessary costs and expenses, employing counsel and incurring and paying attorneys' fees.

# UNOFFICIAL COPY

Any sum advanced, fees or charges or allocated or amounts paid by Lender for any such purpose, including, without limitation, attorneys' fees, together with interest thereon at the Default Interest Rate from the date paid or advanced by Lender until repaid by Borrower, shall immediately be due and payable to Lender by Borrower on demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

4. This Assignment shall not operate to place responsibility for the control, care, management or repair of the Real Estate upon Lender, nor for the performance of any of the terms and conditions of any of the Leases, nor shall it operate to make Lender responsible or liable for any waste committed on the Real Estate by the Tenants or any other party or for any dangerous or defective condition of the Real Estate or for any negligence in the management, upkeep, repair or control of the Real Estate. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Real Estate or from any other act or omission of Lender in managing the Real Estate. Borrower shall and does hereby indemnify, defend and hold Lender harmless from and against any and all liability, loss, claim, demand or damage which may be incurred by reason of this Assignment, including, without limitation, claims or demands for security deposits from Tenants deposited with Borrower, and from and against any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Lender incur any liability by reason of this Assignment or in defense of any claim or demand for loss or damage as provided above, the amount thereof, including, without limitation, costs, expenses and reasonable attorneys' fees and disbursements, together with interest thereon at the Default Interest Rate from the date paid or incurred by Lender until repaid by Borrower, shall be immediately due and payable to Lender by Borrower upon demand and shall be secured by the Security Instrument and by all of the other Loan Documents securing all or any part of the indebtedness evidenced by the Note.

5. This Assignment is not intended, nor shall it be construed, to make Lender a mortgagee in possession.

6. Lender is obligated to account to Borrower only for such Rents and Profits as are actually collected or received by Lender.

7. Borrower hereby further presently and absolutely assigns to Lender (subject to the terms and provisions of this Assignment): (a) any award or other payment which Borrower may hereafter become entitled to receive with respect to any of the Leases as a result of or pursuant to any bankruptcy, insolvency or reorganization or similar proceedings involving the Tenants under such Leases; and (b) any and all payments made by or on behalf of any Tenant of any part of the Real Estate in lieu of Rents and Profits. Borrower hereby irrevocably appoints Lender as its attorney-in-fact to, from and after the occurrence of a Default or Event of Default by Borrower hereunder or under any of the other Loan Documents, appear in any such proceeding and to collect any such award or payment, which power of attorney is coupled with an interest by virtue of this Assignment and is irrevocable so long as any sums are outstanding under the Loan evidenced by the Note.



# UNOFFICIAL COPY

8. Borrower represents, warrants and covenants to and for the benefit of Lender: (a) that Borrower now is (or with respect to any Leases not yet in existence, will be immediately upon the execution thereof) the absolute owner of the landlord's interest in the Leases, with full right and title to assign the same and the Rents and Profits due or to become due thereunder; (b) that, other than this Assignment and those assignments, if any, specifically permitted in the Loan Agreement or Security Instrument, there are no outstanding assignments of the Leases or Rents and Profits; (c) that no Rents and Profits have been anticipated, discounted, released, waived, compromised or otherwise discharged except for prepayment of rent of not more than one (1) month prior to the accrual thereof; (d) that there are no defaults now existing under any of the Leases by the landlord or any Tenant, and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases by the landlord or any Tenant, except as disclosed in writing to Lender; (e) that Borrower has and shall duly and punctually observe and perform all covenants, conditions and agreements in the Leases on the part of the landlord to be observed and performed thereunder and (f) the Leases are in full force and effect and are the valid and binding obligations of Borrower, and, to the knowledge of Borrower, are the valid and binding obligations of the Tenants thereto.

9. Borrower covenants and agrees that Borrower shall comply with all of the covenants, conditions and provisions set forth in Section 2.12 of the Loan Agreement.

10. Borrower covenants and agrees that Borrower shall, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of, or in any manner connected with the Leases or the obligations, duties or liabilities of the landlord or Tenant thereunder, and shall pay on demand all costs and expenses, including, without limitation, attorneys' fees, which Lender may incur in connection with Lender's appearance, voluntary or otherwise, in any such action or proceeding, together with interest thereon at the Default Interest Rate from the date incurred by Lender until repaid by Borrower.

11. At any time, Lender may, at its option, notify any Tenants or other parties of the existence of this Assignment. Borrower does hereby specifically authorize, instruct and direct each and every present and future Tenant of the whole or any part of the Real Estate to pay all unpaid and future Rents and Profits to Lender upon receipt of demand from Lender to so pay the same and Borrower hereby agrees that each such present and future Tenant may rely upon such written demand from Lender to so pay said Rents and Profits without any inquiry into whether there exists a Default or Event of Default hereunder or under the other Loan Documents or whether Lender is otherwise entitled to said Rents and Profits. Borrower hereby waives any right, claim or demand which Borrower may now or hereafter have against any present or future Tenant by reason of such payment of Rents and Profits to Lender, and any such payment shall discharge such Tenant's obligation to make such payment to Borrower.

12. Lender may take or release any security for the indebtedness evidenced by the Note, may release any party primarily or secondarily liable for the indebtedness evidenced by the Note, may grant extensions, renewals or indulgences with respect to the indebtedness evidenced by the Note and may apply any other security therefor held by it to the satisfaction of any indebtedness evidenced by the Note, all without prejudice to any of its rights hereunder.

# UNOFFICIAL COPY

13. The acceptance of this Assignment and the collection of the Rents and Profits in the event Borrower's license is terminated, as referred to above, shall be without prejudice to Lender. The rights of Lender hereunder are cumulative and concurrent, may be pursued separately, successively or together and may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise of any one or more of the rights provided for herein shall not be construed as a waiver of any of the other rights or remedies of Lender, at law or in equity or otherwise, so long as any obligation under the Loan Documents remains unsatisfied.

14. All rights of Lender hereunder shall inure to the benefit of its successors and assigns; and all obligations of Borrower shall bind its successors and assigns and any subsequent owner of the Real Estate. Lender may engage, from time to time, in Secondary Market Transactions and/or Securitizations as permitted by Section 2.20 of the Loan Agreement. The foregoing shall not be construed to confer a right of transfer or assignment hereunder to the Borrower, except as may be specifically provided in the Loan Agreement or Security Instrument. All rights and/or duties of Lender in, to and under this Assignment shall pass to and may be exercised by any assignee of such rights of Lender. Borrower hereby agrees that if Lender gives notice to Borrower of an assignment of said rights and/or duties, upon such notice the liability of Borrower to the assignee of the Lender shall be immediate and absolute. Borrower will not set up any claim against Lender or any intervening assignee as a defense, counterclaim or setoff to any action brought by Lender or any intervening assignee for any amounts due hereunder or for possession of or the exercise of rights with respect to the Leases or the Rents and Profits.

15. Any default hereunder shall be an Event of Default under any or all of the other Loan Documents, entitling Lender to exercise any or all rights and remedies available to Lender under the terms hereof or under any of the other Loan Documents, and any Event of Default or Default under any other Loan Document shall entitle Lender to exercise any or all rights provided for herein.

16. Failure by Lender to exercise any right which it may have hereunder shall not be deemed a waiver thereof unless so agreed in writing by Lender, and the waiver by Lender of any default hereunder shall not constitute a continuing waiver or a waiver of any other default under the Loan Documents or of any same default in the future. The exercise by Lender of the rights granted Lender in this Assignment, and the collection of Rents and Profits and the application thereof as herein provided, shall not be considered a waiver by Lender of any default under the Loan Documents or prevent foreclosure of any liens on the Real Estate nor shall such exercise make Lender liable under any of the Leases. Notwithstanding this Assignment, Lender hereby expressly reserves all of its rights and privileges under the Security Instrument, the Loan Agreement and the other Loan Documents as fully as though this Assignment had not been entered into.

17. If any provision under this Assignment or the application thereof to any entity, person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Assignment and the application of the provisions hereof to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

# UNOFFICIAL COPY

18. This Assignment may not be amended, modified, waived, discharged, released, terminated or otherwise changed except by a written instrument duly executed by Borrower and Lender.

19. This Assignment shall be in full force and effect continuously from the date hereof to and until the Security Instrument shall be fully released of record, and the full and complete release of the Security Instrument shall, for all purposes, automatically terminate this Assignment and render this Assignment null and void and of no effect whatsoever.

20. In case of a conflict between any provision of this Assignment and any provision of the other Loan Documents, the provisions of the Loan Agreement shall prevail and be controlling. If the conflicting provision is not located in the Loan Agreement, but is located in the Security Instrument, then the provisions of the Security Instrument shall prevail and be controlling, otherwise the provisions of this Assignment shall prevail and be controlling.

21. All notices, demands, requests or other communications to be sent by one party to the other hereunder or required by law shall be given and become effective as provided in the Loan Agreement.

22. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Real Estate is located, except to the extent that any of such laws may now or hereafter be preempted by federal law, in which case such federal law shall so govern and be controlling; and provided further that the laws of the state in which the Real Estate is located shall govern as to the creation, priority and enforcement of liens and security interests property located in such state.

23. This Assignment may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Any signature page of this Assignment may be detached from any counterpart of this Assignment without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Assignment identical in form hereto but having attached to it one or more additional signature pages.

24. In addition to, but not in lieu of, any other rights hereunder, Lender shall have the right to institute suit and obtain a protective or mandatory injunction against Borrower to prevent a breach or default, or to reinforce the observance, of the agreements, covenants, terms and conditions contained herein, as well as the right to damages occasioned by any breach or default by Borrower.

25. This Assignment shall continue and remain in full force and effect during any period of foreclosure with respect to the Real Estate or any portion thereof.

26. Borrower hereby covenants and agrees that Lender shall be entitled to all of the rights, remedies and benefits available by statute, at law, in equity or as a matter of practice for the enforcement and perfection of the intents and purposes hereof. Lender shall, as a matter of absolute right, be entitled, upon application to a court of applicable jurisdiction and without



# UNOFFICIAL COPY

notice to Borrower, to the appointment of a receiver to obtain and secure the rights of Lender hereunder and the benefits intended to be provided to Lender hereunder.

27. Notwithstanding anything to the contrary contained in this Assignment, the liability of Borrower and its officers, directors, general partners, managers, members and principals for the indebtedness secured hereby and for the performance of the other agreements, covenants and obligations contained herein and in the other Loan Documents shall be limited as set forth in Article V of the Loan Agreement.

28. If Borrower consists of more than one person or entity, each is jointly and severally liable to perform the obligations of Borrower, and all representations, warranties, covenants and agreements made by Borrower are joint and several.

29. BORROWER, TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, (i) SUBMITS TO PERSONAL JURISDICTION IN THE STATE IN WHICH THE PROPERTY IS LOCATED OVER ANY SUIT, ACTION OR PROCEEDING BY ANY PERSON ARISING FROM OR RELATING TO THE NOTE, SECURITY INSTRUMENT, THE LOAN AGREEMENT, THIS ASSIGNMENT OR ANY OTHER OF THE LOAN DOCUMENTS, (ii) AGREES THAT ANY SUCH ACTION, SUIT OR PROCEEDING MAY BE BROUGHT IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION PRESIDING OVER THE COUNTY IN WHICH THE PROPERTY IS LOCATED, (iii) SUBMITS TO THE JURISDICTION OF SUCH COURTS, AND, (iv) TO THE FULLEST EXTENT PERMITTED BY LAW, AGREES THAT IT WILL NOT BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM (BUT NOTHING HEREIN SHALL AFFECT THE RIGHT OF LENDER TO BRING ANY ACTION, SUIT OR PROCEEDING IN ANY OTHER FORUM). BORROWER FURTHER CONSENTS AND AGREES TO SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER LEGAL PROCESS IN ANY SUCH SUIT, ACTION OR PROCEEDING BY REGISTERED OR CERTIFIED U.S. MAIL, POSTAGE PREPAID, TO BORROWER AT THE ADDRESS FOR NOTICES DESCRIBED IN THE FIRST PARAGRAPH OF THIS ASSIGNMENT, AND CONSENTS AND AGREES THAT SUCH SERVICE SHALL CONSTITUTE IN EVERY RESPECT VALID AND EFFECTIVE SERVICE (BUT NOTHING HEREIN SHALL AFFECT THE VALIDITY OR EFFECTIVENESS OF PROCESS SERVED IN ANY OTHER MANNER PERMITTED BY LAW).

30. BORROWER AND LENDER (BY ITS ACCEPTANCE OF THIS ASSIGNMENT), TO THE FULL EXTENT PERMITTED BY LAW, HEREBY KNOWINGLY, INTENTIONALLY AND VOLUNTARILY, WITH AND UPON THE ADVICE OF COMPETENT COUNSEL, WAIVE, RELINQUISH AND FOREVER FORGO THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED UPON, ARISING OUT OF, OR IN ANY WAY RELATING TO THE DEBT OR ANY CONDUCT, ACT OR OMISSION OF LENDER OR BORROWER, OR ANY OF THEIR DIRECTORS, OFFICERS, PARTNERS, MEMBERS, EMPLOYEES, AGENTS OR ATTORNEYS, OR ANY OTHER PERSONS AFFILIATED WITH LENDER OR BORROWER, IN EACH OF THE FOREGOING CASES, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

# UNOFFICIAL COPY

31. This Assignment and the other Loan Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative hereto and thereto which are not contained herein or therein are terminated. This Assignment and the other Loan Documents may not be amended, revised, waived, discharged, released or terminated orally but only by a written instrument or instruments executed by the party against which enforcement of the amendment, revision, waiver, discharge, release or termination is asserted. Any alleged amendment, revision, waiver, discharge, release or termination which is not so documented shall not be effective as to any party.

32. Local Law Provisions.

A. All sums collected and received by the Borrower out of the rents, issues, income and profits of the Real Estate following the occurrence of any one or more Events of Default shall be applied in accordance with the Illinois Mortgage Foreclosure Law (Chapter 735, Sections 5/15 1101 et seq., Illinois Compiled Statutes, as amended), and, unless otherwise specified in such statute, in such order as the Lender shall elect in its sole and absolute discretion.

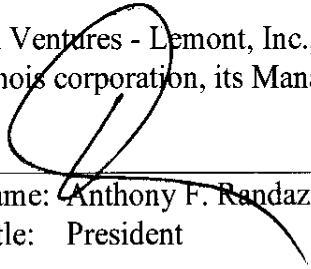
[SIGNATURE PAGE FOLLOWS]

# UNOFFICIAL COPY

**IN WITNESS WHEREOF**, Borrower has executed this Assignment as of the day and year first above written.

LEMONT VILLAGE SQUARE, LLC,  
an Illinois limited liability company

By: N & R Ventres - Lemont, Inc.,  
an Illinois corporation, its Manager

By:   
Name: Anthony F. Randazzo  
Title: President

Property of Cook County Clerk's Office

[signature page to Lemont Assignment of Leases and Rents]

# UNOFFICIAL COPY

STATE OF Michigan )  
COUNTY OF Oakland )SS.:

I, CYNTHIA WILLAERT, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Anthony F. Randazzo, personally known to me to be the President of N & R Ventures - Lemont, Inc., an Illinois limited liability company, which is the Manager of Lemont Village Square, LLC, an Illinois limited liability company, whose name is subscribed to the within the Agreement, appeared before me this day in person and acknowledges that he/she signed and delivered the said Agreement as such Manager of said Company, as his/her free and voluntary act and as the free and voluntary act and deed of said President, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of NOVEMBER, 2012.

Cynthia Willaert [SEAL]  
Notary Public

Notary in \_\_\_\_\_ County

Acting in \_\_\_\_\_ County

Commission expires: \_\_\_\_\_

CYNTHIA WILLAERT  
Notary Public, State of Michigan  
County of Macomb  
My Commission Expires Apr. 15, 2015  
Acting in the County of Oakland

# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION

THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND, CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063:

THE SOUTH 5.12 METERS (17 FEET) OF THE NORTH 15.24 METERS (50 FEET) OF THE WEST 50.29 METERS (165 FEET) OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

AND ALSO EXCEPT THE FOLLOWING DESCRIBED LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED MAY 2, 2011 AND RECORDED MAY 18, 2011 AS DOCUMENT NUMBER 1113818053:

THE NORTH 50 FEET OF THE WEST 165 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS EXCEPT THE LAND CONVEYED TO THE COUNTY OF COOK, A BODY POLITIC, BY DEED DATED OCTOBER 23, 2003 AND RECORDED DECEMBER 13, 2004 AS DOCUMENT NUMBER 0434839063.

PARCEL 2:

THE SOUTH 123.72 FEET OF THE WEST 208.70 FEET OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 2 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:



# UNOFFICIAL COPY

THE SOUTH 100 FEET OF THE WEST 225 FEET OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE SOUTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPTING THEREFROM THAT PART OF PARCELS 2, 4, 5 AND 6 FALLING WITHIN, TAKEN OR USED FOR STATE STREET.

PARCEL 7:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AFORESAID, AS CREATED BY THE EASEMENT RECORDED DECEMBER 30, 2004 AS DOCUMENT NUMBER 0436518095, AS AMENDED AND RESTATED BY AGREEMENT RECORDED JULY 11, 2006 AS DOCUMENT NUMBER 0619256131 OVER THOSE PORTIONS OF THE FOLLOWING DESCRIBED LAND AS DESCRIBED IN SAID INSTRUMENT:  
LOT 1 IN COMMUNITY BANK OF LEMONT SUBDIVISION OF LOT 1 IN THE PLAT OF CONSOLIDATION OF PART OF LOT 3 IN COUNTY CLERK'S DIVISION OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.