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Doc#: 1304245045 Fee: \$56.00 Karen A. Yaibrough RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 02/11/2013 02:59 PM Pg: 1 of 10

ASSICNMENT OF ASSIGNMENT LEASES AND RENTS

PFP II SUB IV, LLC, a Delaware limited liability company

(Assignor)

ir rayor of

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

(Assignee)

ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

Dated: As of December 21, 2011

Location: One Century Centre, 1750 East Golf Road, Schaumburg, Illinois

County: Cook County, Illinois

This Instrument Prepared By and Record and Return to:

Mayer Brown LLP 214 North Tryon Street, Suite 3800 Charlotte, North Carolina 28202 Attention: Lauren A. Rico

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ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), made and entered into as of the 21st day of December, 2011, is by PFP II SUB IV, LLC, a Delaware limited liability company, having an address at 1330 Avenue of the Americas, Suite 36B, New York, New York 10019 ("Assignor"), in favor of Metropolitan Life Insurance Company, a New York corporation, having an address at 10 Park Avenue, Morristown, New Jersey 07960 ("Assignce").

WITNESSETH

WHEREAS, Assignor, as Seller, and Assignee, as Buyer, are parties to that certain Master Repurchase Agreement dated as of December 19, 2011 (as amended, modified, waived, supplemented or restated from time to time, the "Repurchase Agreement"); and

WHEREAS, Assignor is the present legal and equitable owner and holder of that certain Promissory Note, dated December 14, 2010, executed by Great Lakes Centennial, L.L.C., Great Lakes Lisle Executive, L.L.C., Great Lakes One Century, L.L.C., Great Lakes Tri-Atria, L.L.C., and Transwestern 2 Century, L.L.C., each a Delaware limited liability company, collectively as maker, each having its principal p'ace of business at c/o Transwestern Investment Company, 150 N. Wacker Drive, Suite 800, Chicago, IL 60606 (together with its successors and permitted assigns, "Borrower"), and made payable to the order of PFP Holding Company II, LLC in the stated principal amount of up to SLATY-NINE MILLION AND NO/100 DOLLARS (\$69,000,000), as assigned to PFP II Sub I, I LC pursuant to that certain Allonge to Promissory Note dated December 14, 2010, as assigned to PFP Holding Company II, LLC pursuant to that certain Allonge to Promissory Note dated December 21, 2011 (collectively, the "Note"); and

WHEREAS, the Note is secured, <u>inter alia</u>, by the Assignment of Leases (as hereinafter defined); and

WHEREAS, subject to the terms of the Repurchase Agreement, the parties hereto desire that Assignor assign to Assignee, its successors and permitted assigns, all of Assignor's right, title and interest in and to the Assignment of Leases.

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. <u>Assignment.</u> Assignor does hereby transfer, assign, grant and convey to Assignee, its successors and permitted assigns, all of the right, title and interest of Assignor in and to the following described instrument relating to that certain real property more particularly described on <u>Exhibit A</u> annexed hereto and made a part hereof (the "<u>Premises</u>") and does hereby grant and delegate to Assignee, its successors and permitted assigns, any and all of the duties and obligations of Assignor thereunder from and after the date hereof:

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That certain Assignment of Leases and Rents, dated as of December 14, 2010, from Great Lakes One Century, L.L.C., as assignor, to PFP Holding Company II, LLC, as assignee, and recorded on December 28, 2010, in the Official Records of Cook County, Illinois (the "Official Records") as Document # 1036213027 (the "Assignment of Leases"), encumbering the Premises, as assigned to PFP II Sub I, LLC pursuant to that certain Assignment of Assignment of Leases and Rents dated as of December 14, 2010, and recorded on December 28, 2010, in the Official Records as Document # 1036213029, as assigned to PFP Holding Company II, LLC pursuant to that certain Assignment of Assignment of Leases and Rents dated as of December 21, 2011, and recorded on January 9, 2012, in the Official Records as Document # 1200922043 and as assigned to PFP Holding Company II, LLC pursuant to that certain Assignment of Assignment of Leases and Rents dated as of December 20, 2011, and recorded on January 9, 2012, in the Official Records as Document # 1200922045.

- 2. <u>Assumption</u>. From and after the date hereof, Assignee hereby accepts this Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Assignment of Leases required to be observed or performed by Assignor thereunder.
- 3. <u>Representations and Warranties of Assignor</u>. This Assignment is an absolute assignment. This Assignment is made without recourse, representation or warranty, express or implied, upon Assignor, except as expressly set forth herein. Assignor hereby warrants and represents to Assignee that:
- (a) Prior to the execution hercof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Assignment of Leases that remains outstanding to any person or entity other than Assignee; and
- (b) Assignor has full right and power to cell and assign the same to Assignce subject to no interest or participation of, or agreement with, any oa ty other than Assignee.
- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State in which the Premises are located.
- 5. <u>Successors and Assigns</u>. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 6. <u>Headings</u>. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.
- 7. <u>Interpretation</u>. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

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- 8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.
- Repurchase Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES HERETO AGREE THAT THIS ASSIGNMENT IS BEING UNDERTAKEN **PURSUANT** TO REPURCHASE THE **AGREEMENT** ACCORDINGLY THIS ASSIGNMENT, AND THE ASSIGNMENT OF THE ASSIGNMENT OF LEASES EVIDENCED HEREBY, IS SUBJECT IN ALL RESPECTS TO THE TERMS AND CONDITIONS OF THE REPURCHASE AGREEMENT, INCLUDING, WITHOUT LIMITATION. (A) THE RIGHTS AND OBLIGATIONS OF PFP II SUB IV, LLC, AS SELLER THEKEVINDER, TO ADMINISTER THE LOAN EVIDENCED BY THE NOTE IN ACCORDANCE THEREWITH, (B) THE RESTRICTIONS AND MECHANICS OF THE ALLOCATION OF PROCEEDS OF THE LOAN EVIDENCED BY THE NOTE AMONG PFP II SUB IV, LLC, AS SELLER THEREUNDER AND METROPOLITAN LIFE INSURANCE COMPANY, AS BUYER THEREUNDER AND CERTAIN OTHER PARTIES SPECIFIED THEREIN, (C) THE RIGHTS OF P.FP II SUB IV, LLC TO REQUIRE THE RETRANSFER OF THE ASSIGNMENT OF LEASES AND THE RIGHTS AND OBLIGATIONS OF PFP II SUB IV, LLC, AS SELLER, TO REPURCHASE THE LOAN EVIDENCED BY THE NOTE, IN EACH CASE, IN ACCORDANCE WITH THE REPURCHASE PROVISIONS SET FORTH THEREIN, AND (D) THE LIMITATIONS ON SUBSEQUENT SALE, TRANSFER, PLEDGE, HYPOTHECATION OR OTHER ASSIGNMENT OF LEASES AND THE LOAN EVIDENCED BY THE NOTE PY METROPOLITAN LIFE INSURANCE COMPANY, AS BUYER THEREUNDER; PROVIDED, THAT NOTHING CONTAINED IN THIS ASSIGNMENT SHALL AMEND OR OTHERWISE MODIFY THE TERMS OF THE SAC OFFICE REPURCHASE AGREEMENT OR ANY OTHER TRANSACTION DOCUMENT (AS DEFINED IN THE REPURCHASE AGREEMENT).

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

PFP II SUB IV, LLC a Delaware limited liability

company

By:

Name: Jon Brayshaw

Title: Treasurer and Secretary

STATE OF NEW

COUNTY OF NEW YORK

On the 15th day of December in the year 2011, before me, the undersigned, a notary public in and for said State, personally appeare i Jor Brayshaw, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

FEODOLINDA DUSHALLARI NOTARY PUBLIC STATE OF NEW YORK **NEW YORK COUNTY**

My Commission Expires:

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ASSIGNEE:

METROPOLITAN LIFE INSURANCE COMPANY, a New York corporation

By:

Name:

Title:

ouis M. Kruk Director

STATE OF NEW IERSEY

) ss.:

COUNTY OF MORRIS

On the 3/st day of August in the year 2012, before me, the undersigned, a notary public in and for said State, personally appeared to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

My Commission Expires:

PATRICIA TATRO
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires August 13, 2017

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EXHIBIT A TO ASSIGNMENT OF ASSIGNMENT OF LEASES AND RENTS

LEGAL DESCRIPTION

LOTS 2 AND 4 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946, IN COOK COUNTY, ILLINOIS.

PARCEL B2: (EASEMENT PARCEL II):

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS ACCORDED OCTOBER 25, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86015615. AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWAGE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, ING., A DELAWARE CORPORATION, FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN- WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF RECORDED JULY 26, 1993 AS DOCUMENT 93580462, DESCRIBED AS FOLLOWS:

COMMENCING AT A CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN THE BOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 2, SAID LINE HAVING A BEARING OF SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 520.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES, 23 MINUTES, 49 SECONDS EAST ALONG SAID WEST LINE, A DISTANCE OF 28:00 FEET; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST 56.50 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29 00 FEET, AN ARC DISTANCE OF 14.04 FEET TO THE EAST LINE OF CENTRAL PARK BOULEVARD AS DEDICATED PER SAID WOODFIELD VILLAGE GREEN, WOODFIELD 76 SUBDIVISION, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF SOUTH 75 DEGREES, 43 MINUTES, 52 SECONDS WEST; THENCE NORTH 0 DEGREES, 23 MINUTES, 49 SECONDS WEST ALONG THE EAST LINE, 34.67 FEET, THENCE EASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 29.00 FEET, AN ARC DISTANCE OF 14.04 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 13.91 FEET AND A BEARING OF 76 DEGREES, 31 MINUTES, 30 SECONDS EAST; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 56.50 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B3 (EASEMENT PARCEL III)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED

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JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION FOR ACCESS, INGRESS, AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 2 IN WOODFIELD VILLAGE GREEN-WOODFIELD-76 SUBDIVISION, BEING A PART OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH RANGE 10, PAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE FRACTIONAL SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 26, 1993 AS DOCUMENT 93550462, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CORNER OF SAID LOT 2 BEING ALSO THE NORTHWEST CORNER OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION IN SAID SOUTHEAST 1/4 OF SECTION 12, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID LOT 1, SAID LINE HAVING A BEARING OF SOUTH 0 DECREES, 23 MINUTES, 49 SECONDS EAST, A DISTANCE OF 283.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 0 DEGREES; 23 MINUTES, 49 SECONDS EAST ALONG S AID WEST LINE, 28.00 FEET; THENCE SOUTH 65 DEGREES, 51 MINUTES, 29 SECONDS V/E 37 76.77 FEET TO THE NORTHEAST CORNER OF CENTRAL PARK BOULEVARD, DEDICATED PER SAID WOODFIELD VILLAGE GREEN WOODFIELD 76 SUBDIVISION; THENCE SOUTH 89 DEGREES, 36 MINUTES, 11 SECONDS WEST ALONG THE NORTH LINE OF SAID CENTRAL PARK BOULEVARD, A DISTANCE OF 100,00 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH C DEGREES, 23 MINUTES, 49 SECONDS WEST 56.00 FEET; THENCE NORTH 89 DEGREES, 36 MINUTES, 11 SECONDS EAST 100.00 FEET; THENCE NORTH 86 DEGREES, 42 MINUTES, 58 SECONDS FAST 70.09 FEET TO THE POINT OF PARCEL B4 (EASEMENT PARCEL IV)

THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS. BEGINNING, IN COOK COUNTY, ILLINOIS.

THIS PARCEL HAS BEEN EXTINGUISHED BY VIRTUE OF ITS TERMS

PARCEL B6 (NORTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED BY EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27155654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705; AND JANUARY 13, 1986 AS DOCUMENT 86016645, AND AS FURTHER AMENDED BY AMENDMENT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, MADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROUTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCE COMPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1096226, AND HOMART COMMUNITY CENTERS, INC., A DELAWARE CORPORATION, FOR ACCESS, INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

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THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER, 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 283.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 161.52 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE SOUTH WEST, HAVING A RADIUS OF 125.50 FEET, AN ARC DISTANCE OF 98.57 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 96.05 FEET AND A BEARING OF SOUTH 68 DEGREES, 12 MINUTES, 10 SECONDS EAST; THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 76.47 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 26.50 FEET, AN ARC DISABLED OF 16.82 FEET TO THE EAST LINE OF SAID LOT 1, BEING 381.23 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THE CHORD OF SAID ARC HAVING A LENCTH OF 16.54 FEET AND A BEARING OF SOUTH 63 DEGREES, 53 MINUTES, 15 SECONDS EAST, THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 27.15 FEFT, THENCE NORTHWESTERLY ALONG A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 53.50 FEET, AN ARC DISTANCE OF 38.04 FEET TO A POINT OF TANGENCY, THE CHOFLD OF SAID ARC HAVING A LENGTH OF 37.24 FEET AND A BEARING OF NORTH 66 DEGREES, 04 MINUTES, 23 SECONDS WEST; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 6.47 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY LONG A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.50 FEET, AN ARC DISTANCE OF 77.36 FEET TO A POINT OF TANGENCY, THE CHORD OF SAID ARC HAVING A LENGTH OF 75.39 FEET AND A BEARING OF NORTH 68 DEGREES, 12 MINUTES, 10 SECONDS WEST; THENCE SOUTH 80 DEGREES, 17 MINUTES, 50 SECONDS WEST 161.52 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL B7 (SOUTH ACCESS EASEMENT)

EASEMENT FOR THE BENEFIT OF PARCEL B1 AS CREATED B7 EASEMENT AGREEMENT DATED JUNE 28, 1984 AND RECORDED JULY 2, 1984 AS DOCUMENT 27153654, AS AMENDED BY INSTRUMENTS RECORDED OCTOBER 26, 1984 AS DOCUMENT 27312705, AND JANUARY 13, 1986 AS DOCUMENT 86016649, AND AS FURTHER AMENDED BY AMENDME'JT TO EASEMENT AGREEMENT RECORDED JANUARY 4, 1994 AS DOCUMENT 94008473, IMADE BY AND BETWEEN: UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, ROJTE 58 CORPORATION, A DELAWARE CORPORATION, THE TRAVELERS INSURANCI: CC MPANY, A CONNECTICUT CORPORATION, CHICAGO TITLE AND TRUST COMPANY AS TRUST FE UNDER TRUST AGREEMENT DATED NOVEMBER 6, 1991 AND KNOWN AS TRUST NUMBER 1,096226, AND HOMART COMMUNITY CENTER'S, INC., A DELAWARE CORPORATION, FOR ACCESS, N'CRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

THAT PART OF LOT 1 IN CENTURY CENTRE SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 14, 1984 AS DOCUMENT 27336946 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 1, BEING 520.00 FEET SOUTH OF THE NORTHWEST CORNER THEREOF, THENCE NORTH 89 DEGREES, 17 MINUTES, 50 SECONDS EAST 226.00 FEET, THENCE SOUTH 45 DEGREES, 42 MINUTES, 10 SECONDS EAST 131.65 FEET TO THE EAST LINE OF SAID LOT 1, BEING 613.09 FEET SOUTH OF THE NORTHEAST CORNER THEREOF, THENCE SOUTH 0 DEGREES, 42 MINUTES, 10 SECONDS EAST ALONG SAID EAST LINE, 38.18 FEET; THENCE NORTH 45 DEGREES, 42 MINUTES, 10 SECONDS WEST 147.47 FEET,

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THENCE SOUTH 89 DEGREES, 17 MINUTES, 50 SECONDS WEST 214.82 FEET TO THE WEST LINE OF SAID LOT 1; THENCE NORTH 0 DEGREES, 42 MINUTES, 10 SECONDS WEST ALONG SAID WEST LINE, 27.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

One Century Centre, 1750 East Golf Road, Schaumburg, Illinois

PIN: 07-12-400-014-0000

07-12-400-016-0000

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