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COOK COUNTY, ILLINOIS

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ASSIGNMENT OF LOAN DOCUMENTS

FROM: HOMART DEVELOPMENT CO.,
a Delaware corporation

as Assignor

TO: STATE OF CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

as Assignee

This document was prepared by:

David A. Lapins, Esq.
Sonnenschein Carlin Nath
& Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

After recording, this document
should be returned to:

Frank E. Foder, Esq.
Loeb and Loeb
10100 Santa Monica Boulevard
Suite 2200
Los Angeles, California 90067

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72-68-436-D1

Box 333

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DRC:de 08/16/89 RE20594.0002.0.0

ASSIGNMENT OF LOAN DOCUMENTS

HOMART DEVELOPMENT CO., a Delaware corporation ("Assignor"), having its principal office at 55 West Monroe Street, Suite 3100, Chicago, Illinois 60603, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, paid to Assignor by STATE OF CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM, an agency of the State of California ("PERS") ("Assignee"), c/o TCW Realty Advisors, 400 South Hope Street, Suite 600, Los Angeles, California 90071, hereby assigns unto Assignee all of Assignor's right, title and interest in and to:

- (i) that certain Mortgage dated February 23, 1973, made by Chicago Title and Trust Company, an Illinois corporation, not personally but as Trustee under Trust Agreement dated April 9, 1964, and known as Trust No. 46746 ("Mortgagor") for the benefit of Teachers Insurance and Annuity Association of America ("Teachers"), encumbering the real estate legally described on Exhibit A attached hereto and made a part hereof, and recorded in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder's Office") as Document No. 22-237-963 on March 2, 1973, as consolidated with that certain mortgage dated January 28, 1972, and recorded in the Recorder's Office as Document No. 21-790-833 on January 28, 1972, as amended by that certain Spreader Agreement dated February 23, 1973 and recorded in the Recorder's Office as Document No. 22-237-960 on March 2, 1973, as further amended by that certain Partial Release and Second Supplement to Mortgage recorded in the Recorder's Office as Document No. 24-238-641 and registered in the Office of the Cook County Registrar of Titles ("Registrar's Office") as Document No. LR298833 on December 15, 1977, as assigned to Assignor by Teachers pursuant to that certain Assignment of Loan Documents ("Teachers Assignment") dated April 27, 1989 and recorded in the Recorder's Office as Document No. 89192898 on May 1, 1989, and as further amended by that certain Third Amendment to Consolidated Mortgage dated April 28, 1989 and recorded in the Recorder's Office as Document No. 89192899 on May 1, 1989 (collectively, as so amended and assigned, the "Mortgage"),
- (ii) that certain Assignment of Lessor's Interest in Leases, dated January 28, 1972 and recorded in the Recorder's Office as Document No. 21-790-834 on

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January 28, 1972, made by Trustee to Teachers and assigned by Teachers to Homart pursuant to the Teachers Assignment (as so assigned, the "Assignment of Leases"), and

- (iii) all existing security interests granted to Teachers in the Mortgage and any other security agreements and documents executed in connection therewith, including, but not limited to, those documents recorded in the Recorder's Office as Document Nos. 22-399-622, 22-237-961, 23-436-947, and registered in the Registrar's Office as Document No. LR2861865, assigned by Teachers to Homart pursuant to the Teachers Assignment (collectively, as so assigned, the "Security Agreements"), and any security interests in all collateral referred to in any financing statements relating to the Security Agreements, filed with the Office of the Secretary of State of Illinois or with the Recorder's Office.

together with that certain Mortgage Note ("Note") dated May 1, 1989 made by Mortgagor and payable to Assignor, in the principal amount of Seventy-Four Million Three Hundred Thousand Dollars (\$74,300,000). The Note will be transferred to Assignee pursuant to an allonge in the form attached hereto as Exhibit B.

TO HAVE AND TO HOLD the same unto Assignee, its successors, assigns and legal representatives forever.

This Assignment is made pursuant to that certain Agreement between Assignor and Assignee dated August 16, 1989 ("Agreement"), and all capitalized terms used below shall have the meanings given to them in the Agreement.

Assignor makes the following representations and warranties to Assignee with respect to the foregoing assignment:

- (1) Assignor owns the Loan Documents free and clear of any security interest, lien, encumbrance, charge or rights of other persons, other than those rights contemplated by the Agreement.
- (2) The current principal balance of the Loan is \$74,300,000, all required payments due under the

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Loan through July 31, 1989 have been made and Assignor is not holding any reserves or deposits under the Loan. There are no monetary or material non-monetary defaults of Assignor or, to the knowledge of Assignor, the borrower under the Loan Documents. The copies of the Loan Documents previously made available by Taubman and Assignor to Assignee, which Loan Documents are described in Exhibit Q of the Agreement, are true, correct and complete.

Wherever a representation or warranty in this Assignment is made "to the knowledge of Assignor", it shall be limited to facts and information within the actual knowledge of corporate officers of Assignor (and Assignee acknowledges that such actual knowledge is diminished by (1) the limited access Assignor has to the Real Property and Shopping Mall, as is more particularly described in Paragraph 4B of the Agreement, and (2) the fact that Taubman is the managing partner of Woodfield Associates), and any facts or information within the actual or constructive knowledge of Taubman, Property Manager, or their respective partners, directors, officers, employees, agents or affiliates shall not be imputed to Assignor. Assignor has not made (and will be under no duty to make) any investigations in connection with its representations or warranties contained herein.

If Assignee alleges that Assignor has breached any representation or warranty contained in this Assignment, Assignee shall give Assignor notice of same and thereupon Assignor shall have a period of thirty days in which to cure or remedy the alleged breach before Assignee takes any action permitted hereunder or under the Agreement. If such breach is not capable of cure within said thirty day period, Assignor shall have such additional period as is reasonably necessary

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(not to exceed an additional one hundred twenty days), provided that Assignor is diligently attempting to cure.

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 21st day of August, 1989.

HOMART DEVELOPMENT CO.
a Delaware corporation

By: Miller P. O.
Its: President

Accepted on the terms set forth above: "Assignor"

STATE OF CALIFORNIA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM

By: [Signature]
Its: W. J. SMITH
Mortgage Investment Officer
Assignee

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CALIFORNIA)
STATE OF ~~ILLINOIS~~)
COUNTY OF LOS ANGELES)

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael C. Pichwin, the First Vice President of Homart Development Co., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such First Vice President, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act and as the free and voluntary act of said Company for the uses and purposes set forth herein.

Given under my hand and Notarial Set this 16th day of August, 1989.

Debora D. Ewing
Notary Public
(Seal)

My Commission Expires:

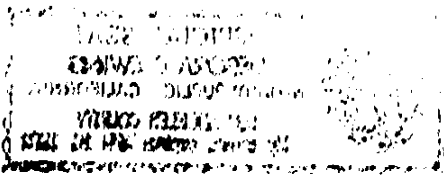
April 10, 1992



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DRC:jh 07/31/89 RE20594.0007.0.0

STATE OF California)
COUNTY OF Los Angeles)

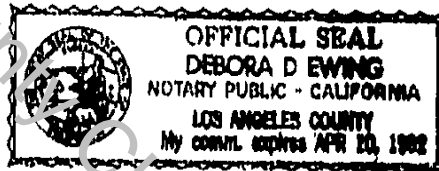
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. S. Smith, the ^{Principal} Investment Officer of State of California Public Employees' Retirement System, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such ^{Principal} Investment Officer, appeared before me this day in person and acknowledged that he signed said instrument as his free and voluntary act and as the free and voluntary act of State of California Public Employees' Retirement System for the uses and purposes set forth herein.

Given under my hand and Notarial Set this 16th day of August, 1989.

Debora D. Ewing
Notary Public
(Seal)

My Commission Expires:

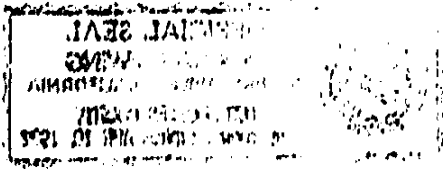
April 10, 1992



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10/10/2010 10:10:10

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EXHIBIT "A"

PARCEL 1:

THAT PART OF LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID, THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG SAID NORTHEASTERLY LINE OF LOT 2A, 308.23 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 25.17 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 4.95 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 53.92 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 272.00 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 50.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 41.50 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 20.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES, 40 MINUTES 00

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SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.08 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 28.46 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

ALSO

PARCEL 2A:

LOT 5A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 5A LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE; BEGINNING AT A POINT ON THE EAST LINE OF LOT 5 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SAID POINT BEING 14.14 FEET SOUTHEASTERLY OF (AS MEASURED ALONG SAID EAST LINE) THE NORTH EAST CORNER OF SAID LOT 5; THENCE WESTERLY ALONG A STRAIGHT LINE A DISTANCE OF 411.21 FEET AND A BEARING OF SOUTH 88 DEGREES 21 MINUTES 27 SECONDS WEST TO AN ANGLE POINT; THENCE CONTINUING ALONG A STRAIGHT LINE HAVING A DEFLECTION OF 0 DEGREES 04 MINUTES 22 SECONDS TO THE LEFT OF THE LAST DESCRIBED LINE A DISTANCE OF 506.35 FEET TO A POINT ON THE WEST LINE OF LOT 5 SAID POINT BEING 8.897 FEET SOUTHERLY OF (AS MEASURED ALONG THE WEST LINE OF SAID LOT 5) THE NORTH EAST CORNER OF SAID LOT 5) IN COOK COUNTY, ILLINOIS

PARCEL 2B:

LOT 10 IN WOODFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2C:

LOT 2 IN WOODFIELD, A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART OF LOT 2 LYING NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 2, SAID POINT BEING

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8.897 FEET SOUTHERLY OF (AS MEASURED ALONG THE EAST LINE OF SAID LOT 2) THE NORTHEASTERLY CORNER OF SAID LOT 2; THENCE WESTERLY ALONG A STRAIGHT LINE HAVING A BEARING OF SOUTH 88 DEGREES 17 MINUTES 05 SECONDS WEST, 171.83 FEET TO A POINT ON THE WEST LINE OF SAID LOT 2, SAID POINT BEING 7.119 FEET SOUTHERLY OF (AS MEASURED ALONG THE WEST LINE OF SAID LOT 2) THE NORTHWESTERLY CORNER OF SAID LOT 2) AND (EXCEPT LOT 2A IN THE RESUBDIVISION OF PARTS OF LOT 2, 5, 6 AND 7 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID LOT 2A; THENCE SOUTH 43 DEGREES 46 MINUTES 00 SECONDS EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 334.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 5.00 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 30.00 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 5.00 FEET TO THE POINT OF BEGINNING) AND (EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF LOT 2A IN THE RESUBDIVISION OF PARTS OF LOTS 2, 5, 6 AND 7 IN WOODFIELD, AND THAT PART OF LOT 2 IN WOODFIELD, TAKEN AS A TRACT, SAID WOODFIELD BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND THE SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 2A AFORESAID; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE NORTHEASTERLY LINE OF SAID LOT 2A, 25.67 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG SAID NORTHEASTERLY LINE OF LOT 2A, 308.33 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.00 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST, 86.75 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 192.42 FEET; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST 1.42 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST 25.17 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 6.75 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 8.25 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 00 SECONDS EAST, 4.95 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 2.33 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 53.92 FEET; THENCE NORTH 46 DEGREES 20 MINUTES 00 SECONDS EAST, 52.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 272.00 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 50.67 FEET; THENCE NORTH 43 DEGREES 40 MINUTES 00 SECONDS WEST, 41.50 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 20.25 FEET; THENCE NORTH 43 DEGREES

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40 MINUTES 00 SECONDS WEST, 2.33 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST, 7.78 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 56.46 FEET; THENCE NORTH 88 DEGREES 40 MINUTES 00 SECONDS WEST 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 30.08 FEET; THENCE NORTH 89 DEGREES 40 MINUTES 00 SECONDS WEST 11.55 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST, 11.75 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 00 SECONDS WEST, 6.36 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST 28.46 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS

PARCEL 3:

LOT 11 IN WOODFIELD, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4, NORTH EAST 1/4 AND SOUTH EAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 11, THENCE NORTH 0 DEGREE 29 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 128.88 FEET TO THE POINT OF BEGINNING; THENCE NORTH 0 DEGREE 29 MINUTES 34 SECONDS EAST ALONG THE WEST LINE OF LOT 11, A DISTANCE OF 251.20 FEET TO THE NORTHWESTERLY CORNER OF LOT 11; THENCE SOUTH 43 DEGREES 40 MINUTES 00 SECONDS EAST ALONG THE EASTERLY LINE OF LOT 11, A DISTANCE OF 225.53 FEET; THENCE SOUTH 46 DEGREES 20 MINUTES 00 SECONDS WEST PERPENDICULARLY TO THE LAST DESCRIBED LINE, A DISTANCE OF 125.40 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 43 SECONDS WEST, A DISTANCE OF 67.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

PARCEL 4:

THE RECIPROCAL AND NON-EXCLUSIVE RIGHTS, EASEMENTS, PRIVILEGES OF USE, INGRESS AND EGRESS, PARKING AND FOR UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCELS 1, 2A, 2B AND 2C ABOVE, IN AND BY THAT CERTAIN FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 20TH OF AUGUST, 1969 BETWEEN WOODFIELD ASSOCIATES, MARSHALL FIELD AND COMPANY, SEARS ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON AUGUST 29, 1969 AS DOCUMENT 20945754 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED AUGUST 29, 1969 AS DOCUMENT LR2469541 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, AS AMENDED BY AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 31ST DAY OF JULY, 1970 BETWEEN THE SAME PARTIES RECORDED ON NOVEMBER 10, 1970 AS DOCUMENT 21313213 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND AS

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FURTHER AMENDED BY SECOND AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY AND J. C. PENNEY COMPANY, INCORPORATED, RECORDED ON SEPTEMBER 13, 1971 AS DOCUMENT 21619274 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AND FILED ON DECEMBER 14, 1971 AS DOCUMENT LR2598646 IN THE REGISTRAR'S OFFICE OF COOK COUNTY, ILLINOIS, SUPPLEMENTAL AGREEMENT DATED THE 30TH DAY OF JANUARY, 1969 BETWEEN WOODFIELD ASSOCIATES AND MARSHALL FIELD AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND MARSHALL FIELD AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 31ST DAY OF OCTOBER, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND SEARS, ROEBUCK AND COMPANY AS AMENDED BY FIRST AMENDMENT TO SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND SEARS, ROEBUCK AND COMPANY, A MEMORANDUM OF SAID SUPPLEMENTAL AGREEMENT AND AMENDMENT HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, SUPPLEMENTAL AGREEMENT DATED AS OF THE 30TH DAY OF JANUARY, 1969 BY AND BETWEEN WOODFIELD ASSOCIATES AND J. C. PENNEY COMPANY, INCORPORATED AND SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 20TH DAY OF AUGUST, 1969 BETWEEN THE SAME PARTIES (MEMORANDUM OF WHICH HAVE BEEN RECORDED ON NOVEMBER 4, 1969 AS DOCUMENT 21003242 AND DOCUMENT 21003243 AT THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS) AS AMENDED BY AMENDMENT TO SUPPLEMENTAL AGREEMENT AND AMENDMENT TO SECOND SUPPLEMENTAL AGREEMENT DATED AS OF THE 21ST DAY OF JUNE, 1971 BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, AND J. C. PENNEY COMPANY, INCORPORATED, A MEMORANDUM OF WHICH HAS BEEN RECORDED ON JANUARY 24, 1972 AS DOCUMENT 21785149 IN THE RECORDER'S OFFICE AFORESAID, AND AS FURTHER AMENDED BY THIRD AMENDMENT TO FOUR PARTY OPERATING AGREEMENT DATED AS OF THE 29TH DAY OF AUGUST, 1972, BETWEEN CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE, MARSHALL FIELD AND COMPANY, SEARS, ROEBUCK AND COMPANY, J. C. PENNEY COMPANY, INCORPORATED, AND ADCOR REALTY CORPORATION, RECORDED MARCH 2, 1973 AS DOCUMENT 22237958 IN THE RECORDER'S OFFICE AFORESAID, (HEREIN ALL TOGETHER CALLED "EASEMENT AGREEMENT") IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL OF THE RIGHTS, POWERS AND PRIVILEGES AND BENEFITS UNDER SAID EASEMENT AGREEMENT ACCRUING TO THE OWNER OF SAID PARCELS 1, 2A, 2B AND 2C ITS SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS, ALL IN COOK COUNTY, ILLINOIS

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PARCEL 5:

THAT PART OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 13,
TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN,
DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTH EAST
1/4 OF SECTION 13, AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF THE
EAST 1/2 OF THE SOUTH EAST 1/4, AFORESAID, A DISTANCE OF 62.7 FEET TO
THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG A LINE PARALLEL
WITH THE SOUTHERLY LINE OF WOODFIELD ROAD PER DOCUMENT NO. 20944554 TO
ITS INTERSECTION WITH THE WESTERLY LINE OF LAND DESCRIBED IN DOCUMENT
NUMBER 20797704 THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE TO THE
SOUTHERLY LINE OF WOODFIELD ROAD AFORESAID; THENCE NORTHWESTERLY ALONG
SAID SOUTHERLY LINE TO THE WEST LINE OF THE EAST 1/2 OF THE SOUTH EAST
1/4 OF SECTION 13 AFORESAID; THENCE SOUTH ALONG SAID WEST LINE TO THE
POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS

Tax No.

07-13-103-007-0000

07-13-200-014-0000

07-13-200-015-0000

07-13-200-031-0000

07-13-401-004-0000

WOODFIELD SHOPPING CENTER
SCHAUMBURG, ILLINOIS

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DRC:de 08/16/89 RE20594.0009.0.0

EXHIBIT B

ALLONGE TO MORTGAGE NOTE

THIS ALLONGE is attached to and forms a part of that certain Mortgage Note dated May 1, 1989 in the principal amount of Seventy-Four Million Three Hundred Thousand Dollars (\$74,300,000) made by Chicago Title and Trust Company, an Illinois corporation, not personally, but as Trustee under Trust Agreement dated April 9, 1964 and known as Trust Number 46746 and payable to the order of Homart Development Co., a Delaware corporation.

Pay to the order of State of California Public Employees' Retirement System without recourse.

HOMART DEVELOPMENT CO.,
a Delaware corporation

By: _____
Its _____

Dated: _____

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