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ILLINOIS PROPERTY
(Pool #2)

WOODFIELD BUSINESS PARK
MORTGAGE AND SECURITY AGREEMENT

the 29th day of September

This MORTGAGE AND SECURITY AGREEMENT, (hereinafter referred to as "Mortgage") is entered into effective as of the ~~28~~ day of ~~December~~, 1989 by ADLAR B REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership (hereinafter referred to as "Mortgagor"), having its address for notice as set forth in Paragraph 12.1, to GWL Properties, Inc., a Colorado corporation, having its address for notice as set forth in Paragraph 12.1 is, and the subsequent holder or holders, from time to time, of the Note, as defined in Paragraph 1.1(v) hereinbelow (hereinafter referred to as "Mortgagee").

Article 1
DEFINITIONS

1.1 Definitions: As used herein, the following terms shall have the following meanings:

(a) Affiliate: Any corporation, partnership, association or other entity controlled by, controlling, or under common control with the applicable party. "Control" as used in this definition of Affiliate shall require the ownership of at least fifty percent (50%) of the beneficial ownership interests of the controlled entity.

(b) Assignment of Rents: The Assignment of Rents and Lessor's Interest in Leases dated of even date herewith by and between Mortgagor and Mortgagee.

(c) Buildings: Any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and Mortgagor's interest in any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the Land (as defined in Paragraph 1.1(o) hereinbelow) or any part thereof, and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto.

(d) Cash Collateral: The cash deposited with Escrow Agent pursuant to the terms of the Loan Agreement.

(e) Cash Collateral Account: The account into which Escrow Agent shall receive and retain the Cash Collateral.

(f) Contract of Sale: The Purchase and Sale Agreement and Escrow Instructions dated September 1, 1989, as amended, between GWL Properties, Inc., as Seller, and Adlarb Real Estate Investment Partnership, as Purchaser.

(g) Escrow Agent: Norwest Bank of Minnesota, N.A., or its successors or assigns pursuant to the Escrow Agreement.

(h) Escrow Agreement: The Escrow Agreement by and among Mortgagor, Mortgagee and Escrow Agent concerning Cash Collateral and the Substitute Cash Collateral.

(i) Escrowed Sums: The amounts to be paid by Mortgagor to Mortgagee pursuant to Article 9 hereinbelow toward the creation of a fund for the payment of Impositions (as defined in Paragraph 1.1(m) hereinbelow) and insurance premiums for the Mortgaged Property.

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(j) Event of Default: Any happening or occurrence described in Article 6 below.

(k) Fixtures: Mortgagor's interest in all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or the Land, including but not limited to any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators, ranges and ovens, and recreational equipment and facilities of all kinds, and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto.

(l) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

(m) Impositions: All real estate and personal property taxes, taxes on Rents and other charges and assessments on the Mortgaged Property, the use or occupancy thereof or Rents therefrom, or for any easement, license or agreement maintained for the benefit of the Mortgaged Property and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which if not paid may entitle the taxing, charging or assessing party the right to impose a lien upon the Mortgaged Property.

(n) Indebtedness: All principal, interest and other amounts, payments, premiums and penalties now or hereafter due under the Master Note and the Note or advanced by Mortgagee pursuant to the Security Documents (as defined in Paragraph 1.1(aa) hereinbelow) and all other and future amounts due and owing now or hereafter from Mortgagor to Mortgagee pursuant to the Security Documents, including without limitation all funds hereafter advanced by Mortgagee to or for the benefit of Mortgagor, as contemplated by any covenant or provision herein contained or for any other purpose, it being contemplated that Mortgagor may hereafter become indebted to Mortgagee in further sums, provided that the amount of Indebtedness secured hereby shall not exceed at any one time in the aggregate \$30,000,000.00. Effective as of the effective date of any written notice sent pursuant to Paragraph 5.1(a)(y) of the Loan Agreement which designates the herein described Note, the term "Indebtedness" shall not include sums due under the Master Note or any sums due under the Loan Agreement or Security Documents which do not relate to either the Mortgaged Property or the Note.

(o) Land: The real estate or interest therein described in Exhibit "A" attached hereto, all Buildings and Fixtures and all rights, titles, interests, warranties, claims, and causes of action inuring to the benefit of Mortgagor appurtenant thereto and arising therefrom.

(p) Leases: All of Mortgagor's interest in any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, and all other agreements, which in any way relate to the use, occupancy or enjoyment of the Mortgaged Property, or any portion thereof, and all claims and causes of action inuring to the benefit of Mortgagor with respect

thereto, save and except any and all leases, subleases or other agreements pursuant to which Mortgagor is granted title to, ownership of or a possessory interest in the Land, together with any amendments, extensions, renewals and replacements of any of the foregoing.

(q) Legal Requirements: (i) Any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Mortgagor or the Mortgaged Property, including without implied limitation, those applicable to (x) the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of the Mortgaged Property, (y) the accessibility of such Mortgaged Property to handicapped persons and (z) the effect of the Mortgaged Property or its operation on the environment, including without implied limitation, the rules and regulations of the federal government's Environmental Protection Agency, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the statutes, rules and regulations of the State where the Land is located (herein called the "Environmental Requirements"), and (ii) Mortgagor's presently or subsequently effective organizational documents, as amended from time to time, whether they be Bylaws and Articles of Incorporation, or agreement of Partnership, Limited Partnership, Joint Venture, Trust or other form of business association.

(r) Loan Agreement: The Loan Agreement dated of even date hereof by and between Mortgagor and Mortgagee, a copy of which is attached hereto as Exhibit "C" and incorporated herein for all purposes, relating to agreements concerning, among other things, the Indebtedness and Security Documents, together with any amendments thereto.

(s) Master Note: The master note executed of even date herewith by Mortgagor payable to the order of Beneficiary in the amount of Forty-Seven MILLION Nine HUNDRED Fifty-Eight THOUSAND AND NO/100 DOLLARS (\$47,958,000.00), due on September 30, 1994, (provided that under certain conditions Mortgagor may extend the final maturity for two years pursuant to the terms of the Master Note), and any and all renewals, rearrangements, modifications, reamortizations, enlargements, or extensions of such master note or of any promissory note or notes given therefor.

(t) Mortgaged Property: The Land, Buildings, Fixtures, Personalty (as defined in Paragraph 1.1(y) hereinbelow), Service Contracts, Leases, Rents, and Escrowed Sums together, with:

(i) all right, title and interest of Mortgagor in and to any rights, privileges, tenements, hereditaments, rights-of-way, easements, appendages and appurtenances in anywise appertaining thereto, including but not limited to all water and riparian rights, and all right, title and interest of Mortgagor in and to any streets, ways, alleys, strips or gores of land adjoining the Land or any part thereof; and

(ii) all right, title and interest of Mortgagor in and to any betterments, additions, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and

(iii) all of Mortgagor's right, title and interest in and to any awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority to the present or any subsequent owner of the Land, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Land or the Buildings; and

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(iv) any and all proceeds from the Land, Buildings, Fixtures, Personalty, Service Contracts and other property described in this Paragraph 1.1(t).

As used in this Mortgage, the term "Mortgaged Property" shall be expressly defined as meaning all, or where the context permits or requires any portion, of the property described in this Paragraph 1.1(t), and all or, where the context permits or requires any, interest therein and all proceeds therefrom.

(u) Mortgagor: The above defined Mortgagor and any and all subsequent owners of the Mortgaged Property (as defined in Paragraph 1.1(t) hereinabove).

(v) Note: The promissory note executed of even date herewith by Mortgagor payable to the order of Mortgagee in the amount of Fifteen Million Seven Hundred Sixty-Five Thousand----- AND NO/100 DOLLARS (\$15,765,000.00---), with interest accruing thereon at the rate of nine percent (9%) per annum, due on September 30, 1994 (provided that under certain conditions Mortgagor may extend the final maturity for two years pursuant to the terms of the Note), and secured, in part, by this Mortgage, and any and all renewals, rearrangements, modifications, reamortizations, enlargements or extensions of such promissory note or of any promissory note or notes given therefor.

(w) Obligations: Any and all of the covenants, warranties, representations and other obligations (other than to repay the Indebtedness) now or hereafter made or undertaken by Mortgagor or others to Mortgagee or others as set forth in the Security Documents (as defined in Paragraph 1.1(aa) hereinbelow), or in any lease, sublease or other agreement pursuant to which Mortgagor is granted a possessory interest in the Land.

(x) Permitted Encumbrances. The outstanding liens, easements, building lines, restrictions, security interests and other matters (if any) as reflected on Exhibit "B" attached hereto, the liens and security interests created by the Security Documents, and any liens and security interests held by a Permitted Junior Lender as permitted pursuant to Article 12 hereof.

(y) Personalty: All of the right, title and interest of Mortgagor in and to all: (i) furniture, furnishings, equipment, machinery, appliances, and goods, now or hereafter located upon or within the Land or the Buildings, excluding, however, any such items or property located in the management office, if any, of Mortgagor, QP One Corporation, or Opus Corporation, or any of their Affiliates, located in the Buildings or related to the operation of any such management office; (ii) general intangibles, accounts, contract rights, inventory and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto, proceeds (including without implied limitation, all insurance awards, and all proceeds therefrom and settlements) arising out of resulting from or appurtenant to Mortgagor's ownership of the Land, Buildings, Fixtures, Leases, Service Contracts, or the items described in clause (i) above; (iii) all other personal property (other than the Fixtures) of any kind or character as defined in and subject to the provisions of the Illinois Uniform Commercial Code-Secured Transactions, now or hereafter located upon or within the Land or the Buildings; and (iv) accessories, replacements and substitutions to or for items described in clauses (i), (ii) and (iii) above and the proceeds thereof and therefrom. Notwithstanding the foregoing, Personalty shall include general intangibles or contract rights owned by Mortgagor and located upon the Land and/or Buildings only if such are used in connection with, or related to, the Mortgaged Property. Notwithstanding the foregoing, Personalty shall not include the name or logo of Mortgagor or Mortgagor's Affiliates.

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(z) Rents: All of the rents, security deposits, revenues, income, proceeds, profits and other benefits paid or payable by parties to the Leases other than Mortgagor for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any portion thereof, and all claims and causes of action inuring to the benefit of Mortgagor with respect thereto.

(aa) Security Documents: The Master Note, the Note, the Loan Agreement, this Mortgage, the Assignment of Rents and Lessor's Interest in Leases relating to the Mortgaged Property (the "Assignment of Rents") dated of even date herewith, the two Financing Statements of even date herewith relating to the Mortgaged Property (the "Financing Statements") and any and all other documents now or hereafter executed by Mortgagor or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the Obligations; but, effective as of the effective date of any written notice sent pursuant to Paragraph 5.1(a)(y) of the Loan Agreement which designates the herein described Note, the term "Security Documents" shall include only the herein described Note, this Mortgage, the Assignment of Rents, the Financing Statements, and any other documents executed by Mortgagor which secure only the Note and relate only to the Mortgaged Property.

(bb) Service Contracts: Mortgagor's right, title and interest in and to any and all utility contracts, maintenance agreements, service contracts, insurance policies, fidelity bonds, indemnity bonds, construction contracts, engineers, designers and architects contracts, bonds (performance, payment or otherwise), escrows (for lien claimants, tenant finish or otherwise) and all other agreements executed at any time which in any way relate to the use, operation, maintenance, enjoyment or ownership of the Land, Building, Fixtures, Personalty or other portions of the Mortgaged Property, and all warranties, claims and causes of action inuring to the benefit of Mortgagor with respect thereto, save and except the Leases and any and all agreements pursuant to which Mortgagor is granted title to, ownership of or a possessory interest in the Land. Notwithstanding the foregoing, Service Contracts shall not include any service contracts in which the provider of services is Mortgagor, QP One Corporation, Opus Corporation, or any of their Affiliates.

(cc) Substitute Cash Collateral: The cash amounts paid by Grantor as a release price for the Mortgaged Property pursuant to the Loan Agreement.

(dd) Substitute Cash Collateral Account: The account into which the Escrow Agent shall receive and retain the Substitute Cash Collateral.

Article 2

GRANT

2.1 Grant: To secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations, Mortgagor has GRANTED, BARGAINED, SOLD, MORTGAGED and CONVEYED, and by these presents does GRANT, BARGAIN, SELL, MORTGAGE and CONVEY, unto Mortgagee the Mortgaged Property, subject, however, to the matters reflected in Exhibit "B", TO HAVE AND TO HOLD the Mortgaged Property unto Mortgagee, forever, and Mortgagor does hereby bind itself, its successors and assigns to warrant and forever defend the title to the Mortgaged Property unto Mortgagee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Mortgagor, but not otherwise; provided, however, that if Mortgagor shall pay (or cause to be paid) the Indebtedness and shall perform and discharge (or cause to be performed and discharged) the Obligations, then the liens, security interests, estates and rights granted by the Security

Documents shall terminate and be released by Mortgagee, otherwise same shall remain in full force and effect.

Article 3
WARRANTIES AND REPRESENTATIONS

Mortgagor hereby unconditionally warrants and represents to Mortgagee as follows:

3.1 Organization and Power: Mortgagor (a) is a general partnership, duly organized, validly existing and in good standing under the laws of the State of Minnesota, and has complied or will comply with all conditions prerequisite to its doing business in the State where the Land is situated, on or before the time such State takes action with respect to any noncompliance, and (b) has all requisite power and all governmental certificates of authority, licenses, permits, qualifications and documentation to own, lease and operate its properties and to carry on its business as now being, and as proposed to be, conducted.

3.2 Validity of Loan Instruments: The execution, delivery and performance by Mortgagor of the Security Documents, and the borrowing evidenced by the Master Note and the Note, (a) are within Mortgagor's authority and powers and have been duly authorized by Mortgagor's partners, and all other requisite partnership action, (b) have received all (if any) requisite prior governmental approval in order to be legally binding and enforceable in accordance with the terms thereof, subject to the provisions of applicable laws, and (c) will not violate, be in conflict with, result in a breach of or constitute (with due notice or lapse of time, or both) a default under, any Legal Requirement or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Mortgagor's property or assets, except as contemplated by the provisions of the Security Documents. The Security Documents constitute the legal, valid and binding obligations of Mortgagor and others obligated under the terms of the Security Documents, in accordance with their respective terms, subject to the provisions of applicable laws.

3.3 Taxes and other Payments: Mortgagor has filed all Federal, state, county, municipal and city income and other tax returns required to have been filed by it and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments received by it, and Mortgagor knows of no basis for any additional assessment in respect of any such taxes.

3.4 Commercial Purpose: The funds advanced by Mortgagee to Mortgagor pursuant to the Master Note and the Note are and shall be used for commercial or business purposes. Mortgagor acknowledges that the loan evidenced by the Master Note and the Note is specifically exempted under Section 226.5(a) of Regulation Z issued by the Board of Governors of the Federal Reserve System and under Title I (Truth in Lending Act) and Title V (General Provisions) of the Consumer Credit Protection Act, and that no disclosures are required to be given under such regulations and federal laws in connection with such loan.

3.5 Lien of the Mortgage Relating to the Mortgaged Property: Except for the Permitted Encumbrances, Mortgagor shall keep and maintain the Mortgaged Property free and clear of any liens, charges, encumbrances, security interests and adverse claims whatsoever provided that (with Mortgagee's consent which shall not be unreasonably withheld or delayed) Mortgagor may contest any involuntary liens asserted or imposed against the Mortgaged Property if Mortgagor provides a bond sufficient for the payment thereof and takes all necessary action to prevent a foreclosure of such involuntary lien. Except as may be otherwise set forth herein, the Mortgage constitutes a valid, subsisting, first lien

deed of trust on the Land, the Buildings and the Fixtures and a valid, subsisting first security interest in and to the Personalty, Service Contracts, Leases, Rents and Escrowed Sums, all in accordance with the terms hereof.

3.6 Litigation: Except as disclosed by Mortgagee in the Contract of Sale, there are no actions, suits or proceedings pending, or to the knowledge of Mortgagor threatened, against or affecting Mortgagor, or involving the validity or enforceability of this Mortgage or the priority of the lien and security interest thereof, and no event has occurred (including specifically Mortgagor's execution of the Security Documents and its consummation of the loan represented thereby) which will violate, be in conflict with, result in the breach of or constitute (with due notice or lapse of time, or both) a default under, any Legal Requirement or result in the creation or imposition of any lien, charge or encumbrance on the Land of any nature whatsoever upon any of Mortgagor's property other than the lien and security interest created by the Security Documents.

Article 4 AFFIRMATIVE COVENANTS

Mortgagor hereby unconditionally covenants and agrees with Mortgagee as follows:

4.1 Payment and Performance: Mortgagor will pay the Indebtedness, as and when called for in the Security Documents and on or before the due dates thereof, and will perform all of the Obligations, in full, on or before the dates same are to be performed.

4.2 Existence: Mortgagor will preserve and keep in full force and effect its existence.

4.3 Compliance with Legal Requirements: Mortgagor will promptly and faithfully comply with, conform to and obey all present and future Legal Requirements whether or not same shall necessitate structural changes in, improvements to, or interfere with the use or enjoyment of, the Mortgaged Property. At such time as Mortgagor becomes aware of any noncompliance with a Legal Requirement, Mortgagor shall notify Mortgagee thereof and state any remedial action taken or planned by Mortgagor to remedy same. Notwithstanding the foregoing, it shall not be an Event of Default hereunder if Mortgagor fails to comply with, conform to or obey a Legal Requirement effective on the date hereof, to the extent that, at the time of conveyance of the Mortgaged Property from GWL Properties, Inc. to Grantor pursuant to the Contract of Sale, the Mortgaged Property was not in compliance with such Legal Requirement. However, to the extent that the Mortgaged Property was not in compliance with a Legal Requirement at the time of conveyance to Grantor, and GWL Properties, Inc. is required to, and does, indemnify (or agree to reimburse) Mortgagor for any expenses or damages that Mortgagor incurs because of a breach of a representation or warranty made by GWL Properties, Inc. contained in Paragraphs 8 or 21 of the Contract of Sale relating to compliance with such Legal Requirement, then Mortgagor shall be required to comply with such Legal Requirement.

4.4 First Lien Status: Mortgagor will protect the first lien and security interest status of the Mortgage and, except as expressly permitted in Article 11 hereof, will not place, or permit to be placed, or otherwise mortgage, hypothecate or encumber the Mortgaged Property with, any other lien or security interest of any nature whatsoever (statutory, constitutional or contractual) regardless of whether same is allegedly or expressly inferior to the lien and security interest created by this Mortgage and, if any such lien or security interest is asserted against the Mortgaged Property, Mortgagor will promptly, and at

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its own cost and expense, pay the underlying claim in full or take such other action so as to cause same to be released.

4.5 Payment of Impositions and Other Payments: Subject to the provisions of Article 9, Mortgagor will duly pay and discharge, or cause to be paid and discharged, the Impositions relating to such Mortgaged Property not later than the latest of the due date thereof, or the date any fine, penalty, interest or cost may be added thereto or imposed, or the date any lien may be filed, for the nonpayment thereof (if such day is used to determine the due date of the respective item); provided, however, that Mortgagor may, if permitted by law and if such installment payment would not create or permit the filing of a lien against the Mortgaged Property, pay the Impositions in installments whether or not interest shall accrue on the unpaid balance of such Impositions. Mortgagor will pay in full (except for such retainages as may be permitted or required by any Legal Requirement or third party contract to be withheld by Mortgagor pending completion of the Buildings) all sums owing or claimed for labor, material, supplies, personal property (whether or not forming a Fixture hereunder) and services of every kind and character used, furnished or installed in the Mortgaged Property.

4.6 Repair: Mortgagor will keep the Mortgaged Property in as good condition as the Mortgaged Property was in at the date of execution hereto, normal wear and tear excepted, and will make all repairs, replacements, renewals, additions, betterments, improvements and alterations thereof and thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, foreseen and unforeseen, which are necessary or reasonably appropriate to keep same in such order and condition. Mortgagor will also use its reasonable efforts to prevent any act or occurrence which might impair the value or usefulness of the Mortgaged Property for its intended usage as set forth in the Security Documents. In instances where repairs, replacements, renewals, additions, betterments, improvements or alterations are required in and to the Mortgaged Property on an emergency basis to prevent loss, damage, waste or destruction thereof, Mortgagor shall proceed to construct same, or cause same to be constructed, notwithstanding anything to the contrary contained in Paragraph 5.2 hereinbelow; provided, however, that in instances where such emergency measures are to be taken, Mortgagor will notify Mortgagee in writing of the commencement of same and the measures to be taken, and, when same are completed, the completion date and the measures actually taken.

4.7 Insurance: Mortgagor will obtain and maintain insurance upon and relating to the Mortgaged Property insuring against personal injury and death, loss by fire, flood and such other hazards, casualties and contingencies (including business interruption insurance covering loss of Rents for at least a six month period) as are normally and usually covered by extended coverage policies in effect in the State where the Site is located and such other risks as may be specified by Mortgagee, from time to time. The amount of such insurance shall be not less than 100% of the full replacement cost of the Mortgaged Property. Full replacement cost, as used herein, means the cost of replacing the Mortgaged Property, exclusive of the cost of excavations, foundations, and footings below the lowest basement floor. The amount of such full replacement cost shall be acceptable to Mortgagee. Each policy shall contain a Replacement Cost Endorsement. The insurers shall have a Best Insurance Guide rating of not less than A-VIII. Each insurance policy issued in connection therewith shall provide by way of endorsements, riders or otherwise that (a) proceeds will be payable to Mortgagee as its interest may appear, it being agreed by Mortgagor that such payments shall be applied at the option of Mortgagee, either (i) to the restoration, repair or replacement of the Mortgaged Property or (ii) toward the payment of the Indebtedness (provided, that, if there is then no event or condition which

constitutes an Event of Default, Mortgagee shall, at Mortgagor's request, apply such payments to the restoration, repair or replacement of the Mortgaged Property in accordance with Paragraph 4.8 hereof); (b) the coverage of Mortgagee shall not be terminated, reduced or affected in any manner regardless of any breach or violation by Mortgagor of any warranties, declarations or conditions in such policy, unless such insurer shall have given Mortgagee thirty (30) days prior written notice thereof; (c) no such insurance policy shall be cancelled, endorsed, altered or reissued to effect a change in coverage for any reason and to any extent whatsoever unless such insurer shall have first given Mortgagee thirty (30) days prior written notice thereof; and (d) Mortgagee may, but shall not be obligated to, make premium payments to prevent any cancellation, endorsement, alteration or reissuance and such payments shall be accepted by the insurer to prevent same. Mortgagee shall be furnished with a copy of each such initial policy coincident with the execution of this Mortgage, together with a certificate or endorsement showing Mortgagee as loss payee, and a Certificate with respect to each renewal policy, together with a certificate or endorsement showing Mortgagee as loss payee, not less than thirty (30) days prior to the expiration of the initial or each consecutive renewal policy together with (subject to the provisions of Article 9) receipts or other evidence that the premiums thereon have been paid. Mortgagor shall furnish to Mortgagee, on or before one hundred twenty (120) days after the close of each of Mortgagor's fiscal years, a statement certified by a duly authorized officer of Mortgagor of the amounts of insurance maintained in compliance with this Paragraph 4.7, of the risks covered by such insurance and of the insurance company or companies which carry such insurance.

4.8 Application of Proceeds: If the proceeds of the insurance described in Paragraph 4.7 hereinabove are to be used for restoration, repair or replacement (hereinafter referred to as the "Work") of the Mortgaged Property, such proceeds shall be paid out by Mortgagee (or, at Mortgagor's request, a third party disbursement agent mutually acceptable to Mortgagor and Mortgagee, who shall act under a written Disbursement Agreement) from time to time to Mortgagor (or, at the option of Mortgagee, jointly to Mortgagor and the persons furnishing labor and/or materials incident to such restoration, repair or replacement or directly to such persons) as the Work progresses, subject to the following conditions: (a) if the cost of the Work estimated by Mortgagee shall exceed \$100,000, prior to the commencement thereof (other than Work to be performed on an emergency basis to protect the Mortgaged Property or prevent interference therewith), (i) an architect or engineer, approved by Mortgagee (except that a duly licensed architect or engineer who is employed full time by Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation, or any of their Affiliates shall not require the approval of Mortgagee), shall be retained by Mortgagor (at Mortgagor's expense) and charged with the supervision of the Work and (ii) Mortgagor shall have prepared, submitted to Mortgagee and secured Mortgagee's written approval of (such approval not to be unreasonably withheld or unduly delayed) the plans and specifications for such Work; (b) each request for payment by Mortgagor shall be made on ten (10) days prior written notice to Mortgagee (or the third party disbursement agent, if applicable) and shall be accompanied by a certificate to be made by the architect or engineer supervising the Work (if one is required pursuant to Paragraph 4.8(a) hereinabove), otherwise by [an executive officer, partner or authorized agent of Mortgagor, stating, among such other matters as may be reasonably required by Mortgagee, that: (i) all of the Work completed has been done in compliance with the approved plans and specifications (if any be required under Paragraph 4.8(a) hereinabove); (ii) the sum requested is justly required to reimburse Mortgagor for payments by Mortgagor to, or is justly due to, the contractor, subcontractors, materialmen, laborers,

engineers, architects or other persons rendering services or materials for the Work (giving a brief description of such services and materials); (iii) when added to all sums previously paid out by Mortgagor, the sum requested does not exceed the value of the Work done to the date of such certificate; and (iv) the amount of insurance proceeds remaining in the hands of Mortgagee (or the third party disbursement agent, if applicable) together with any funds deposited by Mortgagor with Mortgagee or the third party disbursement agent, will be sufficient on completion of the Work to pay for the same in full (giving in such reasonable detail as the Mortgagee may require an estimate of the cost of such completion); (c) at Mortgagor's option (but Mortgagor may elect option (ii) if and only if the contractor is employed full time by Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation, or any of their Affiliates), either (i) each request shall be accompanied by waivers of lien satisfactory in form and substance to Mortgagee covering that part of the Work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to Mortgagee that there has not been filed with respect to the Mortgaged Property any mechanic's lien or other lien, affidavit or instrument asserting any lien or any lien rights with respect to the Mortgaged Property or (ii) each request shall be accompanied by (x) an affidavit by the general contractor waiving its lien for the Work for which payment or reimbursement is being requested and certifying that all subcontractors have been paid, (y) waivers of lien from subcontractors in form and substance to Mortgagee covering that part of the Work for which the most recent payment or reimbursement was made, and (z) a down-date endorsement or Nothing Further Certificate from the title company or licensed abstractor showing that there has not been filed with respect to the Mortgaged Property any mechanic's lien or other lien, affidavit or instrument asserting any lien or any lien rights with respect to the Mortgaged Property; (d) there has not occurred any Event of Default since the hazard which remains uncured, casualty or contingency giving rise to payment of the insurance proceeds; and (e) in the case of the request for the final disbursement, such request is accompanied by a copy of any Certificate of Occupancy or other certificate required by any Legal Requirement to render occupancy of the damaged portion of the Mortgaged Property lawful. If, upon completion of the Work, any portion of the insurance proceeds has not been disbursed to Mortgagor (or one or more of the other aforesaid persons) incident hereto, Mortgagee shall remit such balance to Mortgagor unless such balance is required to be returned to the insurer. Nothing herein shall be interpreted to prohibit Mortgagee from applying (or requiring the third party disbursement agent to apply) at any time the whole or any part of such insurance proceeds to the curing of any Event of Default.

4.9 Restoration Following Casualty: If any act or occurrence of any kind or nature, ordinary or extraordinary, foreseen or unforeseen (including any casualty for which insurance was not obtained or obtainable), shall result in damage to or loss or destruction of the Mortgaged Property, Mortgagor will give notice thereof to Mortgagee and, if so instructed by Mortgagee, will promptly, at Mortgagor's sole cost and expense and regardless of whether the insurance proceeds (if any are made available to Mortgagor) shall be sufficient for the purpose, commence and continue diligently to completion to restore, repair, replace and rebuild the Mortgaged Property as nearly as possible to its value, condition and character immediately prior to such damage, loss or destruction. If there is no uncured Event of Default, and Mortgagor complies with the provisions of Section 4.8 hereof, Mortgagee shall, at Mortgagor's request, apply the insurance proceeds to restore, repair, replace and rebuild the Mortgaged Property in accordance with the provisions of Paragraph 4.8.

4.10 Performance of Leases: Mortgagor will, to the extent a reasonably prudent business person under similar circumstances would do so, (a) duly and punctually perform and comply with any and all representations, warranties, covenants and agreements expressed as binding upon it under each of the Leases, (b) use all reasonable efforts to maintain each of the Leases in force and effect during the full term thereof, and (c) appear in and defend any action or proceeding arising under or in any manner connected with any of the Leases or the representations, warranties, covenants and agreements of it or the other party or parties thereto.

4.11 Inspection: Mortgagor will permit Mortgagee, and its agents, representatives and employees, upon reasonable notice to Mortgagor under the circumstances (however, no notice is required in the case of an emergency) to inspect the Mortgaged Property during normal business hours (or at any time in the case of an emergency)

4.12 Indemnity: Except as hereinafter expressly provided, Mortgagor will defend, at its own cost and expense, indemnify and hold Mortgagee harmless from and against, any action, proceeding, claim, liability or damages arising from, in connection with or in any way affecting or related to the Mortgaged Property, the Security Documents, or any breach, default or noncompliance with any Legal Requirement obligation, or any of the Security Documents and all costs and expenses incurred by Mortgagee in protecting its interests hereunder in such an event (including all court costs and attorneys' fees) shall be borne by Mortgagor. Mortgagor shall have no obligation to indemnify Mortgagee for any action, proceeding, claim, liability or damages arising out of any indemnity obligation of Mortgagee contained in the Contract of Sale, including but not limited to:

(a) a breach of a representation or warranty made by GWL Properties, Inc. contained in Section 8 of the Contract of Sale, including a representation or warranty relating to compliance of the Mortgaged Property with a Legal Requirement; or

(b) a matter for which GWL Properties, Inc. is obligated to indemnify pursuant to Section 21 of the Contract of Sale.

4.13 Books and Records: Mortgagor will maintain full and accurate books of account and other records reflecting the results of its operations (in conjunction with its other operations as well as its operations of the Mortgaged Property), and will furnish, or cause to be furnished to Mortgagee, (a) on or before ninety (90) days after the end of Mortgagor's fiscal year (i) a complete executed copy of a report of an examination of Mortgagor's financial affairs prepared by Mortgagor, such report to include a balance sheet and supporting schedules and a detailed statement of income and expenditures with supporting schedules for Mortgagor's immediately preceding fiscal year together with any and all related notes and such other detail as Mortgagee may reasonably require, and a statement from the Mortgagor that such balance sheet and statement fairly presents Mortgagor's financial condition as of the date thereof and the results of its operations for the period covered thereby, (ii) a written statement identifying each of the Leases by the term, the space occupied, the rental or other payment required thereunder and any security paid as to each of the Leases for the Mortgaged Property, (iii) a certificate by an officer or partner of Mortgagor certifying that, to his or her knowledge, as of the date thereof, there does or does not (as the case may be) exist an event which constitutes an Event of Default or, if an Event of Default exists, specifying the nature thereof, the other person or party involved (if any) and the period of time it has existed and identifying, with particularity, any suits or other claims

which have been initiated or asserted (or, to the knowledge of the certifying officer or partner, threatened) against Mortgagor or the Mortgaged Property and (iv) an operating statement, in such detail as Mortgagee may reasonably require, which accurately, fairly and separately presents Mortgagor's operations of the Mortgaged Property for the fiscal year then ended; and (b) within fifteen (15) days after the end of each month (i) a statement of income and expenses relating to the Mortgaged Property for such month in the form used by Mortgagor. At any time and from time to time Mortgagor shall deliver to Mortgagee such other financial data as Mortgagee shall reasonably request with respect to the ownership, maintenance, use and operation of the Mortgaged Property, and Mortgagee shall have the right, at reasonable times and upon reasonable notice, to audit Mortgagor's books of account and records relating to the Mortgaged Property, all of which shall be maintained and made available to Mortgagee and Mortgagee's representatives for such purpose on the Mortgaged Property or at such other location as Mortgagee may approve.

4.14 Mortgagor Estoppel: Mortgagor shall, within fifteen (15) days of written request from time to time made by Mortgagee, execute any and all estoppel certificates or other certificates of current status, certifying to the best of its knowledge as to the then existing status of the Security Documents and whether there are any claims, defenses or offsets to same, compliance with Legal Requirements and Obligations, the status of the payment of the Indebtedness and Impositions, and as to any Events of Default hereunder.

Article 5 NEGATIVE COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee that, until the Indebtedness shall have been paid in full and the Obligations shall have been fully performed and discharged:

5.1 Use Violations: Mortgagor will not use, maintain, operate or occupy, and will use reasonable efforts not to permit the use, maintenance, operation or occupancy of, the Mortgaged Property in any manner which (a) violates any Legal Requirement, (b) may be dangerous unless safeguarded as required by law, (c) constitutes a public or private nuisance or (d) makes void, voidable or cancellable, or increases the premium of, any insurance then in force with respect thereto.

5.6.2 Alterations: Mortgagor will not commit or permit any waste of the Mortgaged Property and will not (subject to the provisions of Paragraphs 4.6 and 4.9 hereinabove) without the prior written consent of Mortgagee (which shall not be unreasonably withheld or delayed) make or permit to be made any alterations or additions to the Mortgaged Property, which exceed in the aggregate, the lesser of (a) \$200,000, or (b) an amount equal to 10% of the Note. Notwithstanding the foregoing limitation, Mortgagor may, without the consent of Mortgagee, make alterations or additions necessary to (i) construct tenant improvements which do not impair the structural integrity of the Buildings, and (ii) comply with Legal Requirements.

5.3 Replacement of Fixtures and Personalty: Mortgagor will not, without the prior written consent of Mortgagee, permit any of the Fixtures or Personalty to be removed at any time from the Land or Buildings unless the removed item is removed temporarily for maintenance and repair or, if removed permanently, is replaced by an article of equal suitability and value, owned by Mortgagor, free and clear of any lien or security interest except such as may be first approved in writing by Mortgagee.

5.4. Sale and Additional Encumbrances. (a) Mortgagor hereby expressly agrees that if any one of the following described events occur (hereinafter referred to as a "Transfer") without

the prior written consent of Mortgagee, whether by a direct or indirect method, then, any such event shall constitute an Event of Default hereunder (and the notice and cure provisions of Paragraph 6.2 of this Mortgage shall not apply):

- (1) Mortgagor shall sell, lease (pursuant to a ground lease, master lease or other the lease of all or substantially all of a Building, the Land or Mortgaged Property which is not made in the ordinary course of Mortgagor's reasonable and prudent operation of the Mortgaged Property), exchange, assign, convey, transfer possession of or otherwise dispose of all or any portion of the Mortgaged Property (such actions being herein collectively referred to as a "Disposition") other than pursuant to Permitted Transfers pursuant to Section 5.4(c) hereof; or
- (2) Mortgagor shall grant, create, or place any deed of trust, mortgage, pledge, lien, security interest, encumbrance or charge on the Mortgaged Property (herein collectively referred to as a "Mortgage") regardless of whether same are expressly subordinate to the Security Documents, other than the Permitted Encumbrances and the secondary liens permitted under Article 11 hereof; or
- (3) Mortgagor shall cease to own the entire actual and beneficial title and interest to the fee simple estate to all of the Mortgaged Property, free and clear from all voluntarily created liens, security interests and encumbrances except (i) the lien and security interest evidenced by the Security Documents, and (ii) the Permitted Encumbrances and the secondary liens permitted under Article 11 hereof; or
- (4) Mortgagor shall merge, dissolve, terminate, liquidate or cease to be a partnership duly organized, validly existing, and in good standing under the laws of a state within the United States; or
- (5) There shall be a transfer of any of the stock (or partnership interests, as the case may be) of Mortgagor that, when combined with any prior transfer of any of the stock (or partnership interests, as the case may be) of Mortgagor, results in more than fifty percent (50%) of the stock (or partnership interests, as the case may be) of Mortgagor being transferred since the date of execution of this Mortgage;

The provisions of Paragraph 5.4(a) and (b) shall apply to any transferee permitted by Paragraph 5.4(b) and Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation and any of their Affiliates who has acquired title to the Mortgaged Property pursuant to Paragraph 5.4(c).

(b) Mortgagee shall have the hereinabove granted right and option to refuse consent absolutely, irrespective of whether or not any such Transfer would or might (i) diminish the value of any security for the Indebtedness, (ii) increase the risk of default under this Mortgage, (iii) increase the likelihood of Mortgagee's having to resort to any security for the Indebtedness after an Event of Default or (iv) add or remove the liability of any person or entity for payment or performance of the Indebtedness or any covenant or obligation under the Security Documents. If Mortgagee's consent to a proposed Transfer for

which Mortgagee's consent is required is requested, Mortgagee shall have the right (in addition to its absolute right to refuse to consent to any such Transfer) to condition its consent upon satisfaction of any one or more of the following requirements:

- (1) That the interest rate on the principal portion of the Indebtedness be increased to a rate acceptable to Mortgagee, but not in excess of the maximum legal rate of interest which may be charged on the principal portion of the Indebtedness;
- (2) That a transfer fee in an amount determined by Mortgagee be paid, but not less than one percent (1%) of the then outstanding principal balance of the Indebtedness;
- (3) That a principal amount, if deemed appropriate by Mortgagee, be paid against the Indebtedness;
- (4) That Mortgagor and each proposed transferee execute such assumption agreement and other instruments as Mortgagee shall require; and
- (5) That no statute, rule, decision or governmental regulation, including usury limitations, restricts in any manner Mortgagee's right to make interest, payment or principal adjustments in accordance with the terms of the Security Documents.

Any disposition approved by Mortgagee pursuant to this Section is herein referred to as a "Permitted Transfer."

(c) Notwithstanding any provision to the contrary herein, Mortgagee agrees that each of Adlarb Real Estate Investment Partnership, QP One Corporation and Opus Corporation may convey and transfer all of the Mortgaged Property (but not less than all) to QP One Corporation or Opus Corporation or any Affiliate of Adlarb Real Estate Investment Partnership, QP One Corporation or Opus Corporation without the prior written consent of Mortgagee; provided, that the transferor complies with the following conditions:

(i) The transferor has provided Mortgagee written notice of its intention to so transfer or convey the Mortgaged Property in which it discloses to Mortgagee the full identity and business address of the proposed transferee.

(ii) Such transferee executes for the benefit of, and delivers to, Mortgagee an assumption agreement wherein such transferee assumes all of the obligations under the Security Documents, to the extent applicable to the Mortgaged Property sold, subject to the recourse limitation provisions in Paragraph 8 of the Note and Paragraph 8 of the Master Note; provided, however, that Adlarb Real Estate Investment Partnership shall (subject to the recourse limitation provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note) remain maker of the Note and the Master Note and primary obligor of the Indebtedness.

(iii) Mortgagee shall receive all necessary borrowing resolutions (or other evidence acceptable to Mortgagee) from the transferee evidencing its authority to enter into such assumption agreement.

(iv) No statute, rule, decision or governmental regulation, including usury limitations, restricts in any manner Mortgagee's rights under the Security

Documents, because of the nature and/or identity of the transferee.

Article 6 EVENTS OF DEFAULT

The term "Event of Default", as used in the Security Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the following:

6.1 Payment of Indebtedness: If Mortgagor shall fail, refuse or neglect to pay, in full, (a) any regularly scheduled installment of principal and/or interest of the Indebtedness under any of the Security Documents, (b) the outstanding balance of the Indebtedness upon the maturity thereof, or (c) any other portion of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof stipulated in the Security Documents, or otherwise. Mortgagee agrees that the failure, refusal or neglect to pay, in full the sums described in subparagraphs 6.1(a) and/or (c), shall be an Event of Default only if and when such failure, refusal or neglect shall remain uncured upon the expiration of any applicable notice period set forth in Paragraph 4.1 of the Loan Agreement.

6.2 Performance of Obligation: If Mortgagor shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations as and when called for and such failure, refusal or neglect shall remain uncured for a period of thirty (30) days after the effective date (as set forth in Paragraph 12.1 hereof) of written notice thereof from Mortgagee to Mortgagor; provided, however, that if such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred if Mortgagor commences same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within one hundred twenty (120) days after such notice. The notice and cure provisions shall not apply to a breach under Paragraph 5.4 hereof.

6.3 Breach of Representation or Warranty: If any representation or warranty made by Mortgagor or others in, under or pursuant to the Security Documents shall be breached or is false or misleading in any material respect, unless such breach or misrepresentation is also made by Mortgagee under the Contract of Sale.

6.4 Voluntary Bankruptcy: If Mortgagor shall (a) seek or consent to the appointment of a receiver or trustee for itself or for all or any part of its property, (b) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or any other competent jurisdiction, (c) make a general assignment for the benefit of its creditors or (d) admit in writing its inability to pay its debts as they mature.

6.5 Involuntary Bankruptcy: If (a) a petition is filed against Mortgagor seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States or any state or other competent jurisdiction or (b) a court of competent jurisdiction enters an order, judgment or decree appointing, without the consent of Mortgagor, a receiver or trustee for it, or for all or any part of its property, and such petition, order, judgment or decree shall not be and remain discharged or stayed within a period of one hundred twenty (120) days after its entry.

6.6 Tax on Indebtedness or Mortgage: If any law is passed (a) which would impose upon Mortgagor or Mortgagee a material adverse obligation to pay the whole or any part of the Impositions or (b)

changing in any material way the laws relating to the taxation of deeds of trust or debts so as to affect this Mortgage or the Indebtedness; provided, however, that if it shall be lawful for Mortgagor to pay such Impositions or to reimburse Mortgagor or Mortgagee therefor, then no Event of Default shall be deemed to have occurred if a mutually satisfactory reimbursement agreement is executed by Mortgagor and delivered to Mortgagee and such Impositions or reimbursements are thereafter made by Mortgagee within the time specified in Paragraph 4.5 hereinabove.

6.7 Imposition or Foreclosure of Other Liens: If (a) any lien or security interest is imposed on the Mortgaged Property, or, (b) the holder of any lien or security interest on any Mortgaged Property (without hereby implying Mortgagee's consent to the existence, placing, creating or permitting of any such lien or security interest) institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

Article 7 DEFAULT AND FORECLOSURE

7.1 Remedies: If an Event of Default shall occur and is not cured in the manner and within the time period provided therefor in Paragraph 5.1 (a) of the Loan Agreement (provided that an Event of Default shall not be deemed cured hereunder if the Event of Default is cured under the Loan Agreement by delivering the notice described in Paragraph 5.1(a)(y) of the Loan Agreement and the Note described herein is the designated Note in such notice), then Mortgagee may, at Mortgagee's election, exercise any or all of the following rights, remedies and recourses:

(a) Acceleration: Declare the then unpaid principal balance and accrued interest of the Indebtedness and any other accrued but unpaid portion of the Indebtedness to be immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is hereby expressly waived by Mortgagor), whereupon the same become immediately due and payable.

(b) Entry on Mortgaged Property: Enter upon the Mortgaged Property and take exclusive possession thereof and of all books, records and accounts relating thereto. If Mortgagor remains in possession of all or any part of the Mortgaged Property after an Event of Default and without Mortgagee's prior written consent thereto, Mortgagee may invoke any and all legal remedies to dispossess Mortgagor, including specifically one or more actions for forcible entry and detainer, trespass to try title and writ of restitution. Nothing contained in the foregoing sentence shall, however, be construed to impose any greater obligation or any prerequisites to acquiring possession of the Mortgaged Property after an Event of Default than would have existed in the absence of such sentence.

(c) Operation of Mortgaged Property: Hold, lease, manage, operate or otherwise use or permit the use of the Mortgaged Property, either itself or by other persons, firms or entities, in such manner, for such time and upon such other terms as Mortgagee may deem to be prudent and reasonable under the circumstances (making such repairs, alterations, additions and improvements thereto and taking any and all other action with reference thereto, from time to time, as Mortgagee shall deem necessary or desirable), and apply all Rents and other amounts collected by Mortgagee in connection therewith in accordance with the provisions of Paragraph 7.3 hereinbelow.

(d) Foreclosure and Sale: Foreclose the lien hereof for the full amount of the Indebtedness or any part thereof secured hereby. In any suit to foreclose the lien hereof, or in the event of any public auction sale, there shall be allowed and included as additional indebtedness in the judgment for sale all

expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographer's charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the judgment) of procuring all such abstracts of title, title searches and examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such judgment, the true condition of the title to or the value of the Mortgaged Property. All expenditures and expenses of the nature in this paragraph mentioned, and such expenses and fees as may be incurred in the protection of said Mortgaged Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Indebtedness or the Mortgaged Property, including probate and bankruptcy proceedings, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding, shall be immediately due and payable by Mortgagor.

- (1) This Mortgage may be foreclosed once against all, or successively against any portion or portions of the Mortgaged Property, as the Mortgagee may elect. This Mortgage and the right of foreclosure hereunder shall not be impaired or exhausted by one or any foreclosure or any sale, and may be foreclosed successively and in parts, until all of the Mortgaged Property have been foreclosed against and sold.
- (2) Mortgagee may employ counsel for advice or other legal service at Mortgagee's discretion in connection with any dispute as to the obligations of Mortgagor hereunder, or as to the title or interest of Mortgagee to the Mortgaged Property arising pursuant to this Mortgage, or in any litigation to which Mortgagee may be a party which may affect the title to the Mortgaged Property or the validity of the Indebtedness and Obligations hereby secured, and any reasonable attorneys' fees so incurred shall be added to and be a part of the Indebtedness hereby secured. Any costs and expense reasonably incurred in connection with any other dispute or litigation affecting said Indebtedness or Mortgagee's title to the mortgaged premises, including reasonably estimated amounts to conclude the transaction, shall be added to and be a part of the Indebtedness hereby secured. All such amounts shall be payable by Mortgagor to Mortgagee without formal demand.

(e) Appointment of Receiver: Upon, or at any time after, the filing of a complaint to foreclose this Mortgage, make application to the court in which such complaint is filed to appoint a receiver of the Mortgaged Property. Such appointment may be made either before or after sale, without notice, without regard to the solvency or insolvency of Mortgagor at the time of application for such receiver and without regard to the then value of the Mortgaged Property or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder or any holder of the Indebtedness may be appointed as such receiver. Such receiver shall have power to collect the rents, issues and profits of the Mortgaged Property during the pendency of such foreclosure suit and, in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further time when Mortgagor, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the

Mortgaged Property during the whole of said period. The court from time to time may authorize the receiver to apply the net income in his hands, after deducting reasonable compensation for the receiver and his counsel as allowed by the court, in payment (in whole or in part) of any or all of any Indebtedness or obligation secured hereby, including without limitation the items described in Paragraph 7.3 hereinbelow.

(f) Other: Exercise any and all other rights, remedies and recourses granted under the Security Documents or now or hereafter existing in equity, at law, by virtue of statute or otherwise; subject, however, to the provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note which places certain limitations on the recourse which Mortgagee may have against Mortgagor upon the occurrence of an Event of Default.

7.2 Separate Sales: The Mortgaged Property may be sold in one or more parcels and in such manner and order as Mortgagee, in its sole discretion, may elect, it being expressly understood and agreed that the right of sale shall not be exhausted by any one or more sales.

7.3 Application of Proceeds. The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, operation or other use of, the Mortgaged Property shall be applied by Mortgagee (or the receiver, if one is appointed) to the extent that funds are so available therefrom as the court in which the complaint to foreclose is filed may direct or, in the absence of such direction, to the following items of expense, interest and principal in such order of priority as Mortgagee may decide in its sole and absolute discretion:

(a) to the payment of the costs and expenses of taking possession of the Mortgaged Property, of holding, using, leasing, repairing, improving and selling the same, and of foreclosure and litigation with respect thereto, including, without limitation (i) trustees' and receivers' fees, (ii) court costs, (iii) attorneys' and accountants' fees, (iv) costs of advertisement, (v) costs of insurance premiums, repairs and water charges and (vi) the payment of any and all Impositions, as defined in Paragraph 1.1(i) hereof, liens, security interests or other rights, titles or interests equal or superior to the lien and security interest of this Mortgage or of the judgment foreclosing this Mortgage (except those to which the Mortgaged Property has been sold subject to and without in any way implying Mortgagee's prior consent to the creation thereof);

(b) to the payment of all amounts, other than the principal balance and accrued but unpaid interest which may be due to Mortgagee under this Mortgage or the Security Documents, together with interest thereon as provided therein;

(c) to the payment of that portion of the Indebtedness which is accrued but unpaid interest;

(d) to the payment of the principal balance of the Indebtedness;

(e) to the payment of amounts due upon any judgment entered in any suit foreclosing this Mortgage, including any deficiency judgment in case of a sale and a deficiency;

(f) to the extent funds are available therefor out of the sale proceeds or the Rents and, to the extent known by Mortgagee, to the payment of any indebtedness or obligation secured by a subordinate deed of trust on or security interest in the Mortgaged Property; and

(g) to the owner of the Mortgaged Property.

7.4 Remedies Cumulative, Concurrent and Non-Exclusive: If an Event of Default occurs, and remains uncured after expiration of any time period allowed for the cure thereof, if any, in the Security Documents, Mortgagee shall have all rights, remedies and recourses granted in the Security Documents and available at law or equity (including specifically those granted by the Uniform Commercial Code in effect and applicable to the Mortgaged Property, or any portion thereof) and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Mortgagor, or others obligated under all or any part of the Indebtedness, or against the Mortgaged Property, at the sole discretion of Mortgagee, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Mortgagor that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse and (d) are intended to be, and shall be, nonexclusive. The foregoing is subject to the provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note which place certain limitations on the recourse which Mortgagee may have against Mortgagor upon the occurrence of an Event of Default.

7.5 Release of and Resort to Collateral: Mortgagee may release, regardless of consideration, any part of the Mortgaged Property without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Security Documents or their stature as a lien and security interest in and to the Mortgaged Property. For payment of the Indebtedness, Mortgagee may resort to any other security therefor held by the Mortgagee in such order and manner as Mortgagee may elect; subject, however to the terms and conditions of the Loan Agreement with respect to said security. Mortgagor acknowledges that in the Event of Default: (i) Mortgagee may be forced to seek satisfaction of any debts or obligations then due Mortgagee as a result of said Event of Default out of this Mortgaged Property only, to the exclusion of other Mortgaged Properties described in the Loan Agreement; (ii) Mortgagee may not have an option or alternative in resorting to said Mortgaged Properties for collection of the Indebtedness to select or marshal any particular asset of collateral; and (iii) Mortgagee may not be able to resort to the Mortgaged Property, or any other Mortgaged Properties, based upon an inverse order of alienation, or any like theory of law or equity. Any subsequent purchaser of this Mortgaged Property, including any subsequent, subordinate lienholder, must not, therefore, rely on any such right or election of Mortgagee to marshal assets or resort to collateral in inverse order of alienation.

7.6 Waiver of Redemption, Notice and Marshalling of Assets: To the fullest extent permitted by law, Mortgagor hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the Mortgaged Property from attachment, levy or sale on execution or providing for any appraisal, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except as provided in Paragraph 7.1(a) herein) or of Mortgagee's or Mortgagor's election to exercise or actual exercise of any right, remedy or recourse provided for under the Security Documents (except as otherwise provided in the Security Documents) and (c) any right to a marshalling of assets or a sale in inverse order of alienation. Mortgagor expressly waives any and all rights of redemption from sale under any order, judgment or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date of this Mortgage, it being the intent of this Paragraph 7.6 that any and all such rights of redemption of Mortgagor and of all other persons, are and shall be deemed to be waived to the full extent permitted by the provisions of applicable law. Mortgagor will not invoke or utilize any such law or laws or otherwise hinder, delay or impede

the exercise of any right, power or remedy herein or otherwise granted or delegated to Mortgagee, but will suffer and permit the exercise of every such right, power and remedy as though no such law or laws have been made or enacted.

7.7 Discontinuance of Proceedings: In case Mortgagee shall have proceeded to invoke any right, remedy or recourse permitted under the Security Documents and shall thereafter elect to discontinue or abandon same for any reason, Mortgagee shall have the unqualified right so to do and, in such an event, Mortgagor and Mortgagee shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Security Documents, the Mortgaged Property and otherwise, and the rights, remedies, recourses and powers of Mortgagee shall continue as if same had never been invoked.

Article 8 CONDEMNATION

8.1 General: Immediately upon its obtaining knowledge of the institution of any proceeding for the condemnation of the Mortgaged Property, Mortgagor shall notify Mortgagee of such fact. Mortgagor shall then, if requested by Mortgagee, file or defend its claim thereunder and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Mortgagee for disposition pursuant to the terms of this Mortgage. Mortgagor may be the nominal party in such proceedings but Mortgagee shall be entitled to participate in and to control same and to be represented therein by counsel of its own choice, and Mortgagor will deliver, or cause to be delivered, to Mortgagee such instruments as may be requested by it from time to time to permit such participation. If the Mortgaged Property is taken or diminished in value, or if a consent settlement is entered, by or under threat of such proceeding, the award or settlement payable to Mortgagor by virtue of its interest in the Mortgaged Property shall be, and by these presents is, assigned, transferred and set over unto Mortgagee to be held by it, in trust, subject to the lien and security interest of this Mortgage, and disbursed as follows:

(a) if (i) all of the Mortgaged Property is taken, (ii) so much of such Mortgaged Property is taken, or such Mortgaged Property is so diminished in value, that the remainder thereof cannot continue to be operated profitably for the purpose it was being used immediately prior to such taking or diminution, or (iii) such Mortgaged Property is partially taken or diminished in value and need not be rebuilt, restored or repaired in any manner, then in any such event the entirety of the sums so paid to Mortgagee shall be applied by it in the order recited in Paragraph 8.2 hereinbelow; or

(b) if (i) only a portion of the Mortgaged Property is taken and the portion remaining can, with rebuilding, restoration or repair, be profitably operated for the purpose referred to in Paragraph 8.1(a)(ii) hereinabove, (ii) none of the other facts recited in Paragraph 8.1(a) hereinabove exists, (iii) Mortgagor shall deliver to Mortgagee plans and specifications for such rebuilding, restoration or repair acceptable to Mortgagee, which acceptance shall be evidenced by Mortgagee's written consent thereto, and (iv) Mortgagor shall thereafter commence the rebuilding, restoration or repair and diligently pursue same to completion, all in accordance with the plans and specifications and shall otherwise comply with Paragraph 4.8 hereinabove, then such sums shall be paid to Mortgagor to reimburse Mortgagor for money spent in the rebuilding, restoration or repair (or, at the option of Mortgagee, jointly to Mortgagor and the persons furnishing labor and/or material incident to such rebuilding, restoration or repair or directly to such persons); otherwise same shall be applied by Mortgagee in the order recited in Paragraph 8.2 hereinbelow.

8.2 Application of Proceeds: All proceeds received by Mortgagee with respect to a taking or a diminution in value of any Mortgaged Property shall be applied in the following order of priority:

(a) first, to reimburse Mortgagor or Mortgagee for all costs and expenses, including reasonable attorneys' fees, incurred in connection with collection of the said proceeds;

(b) thereafter, the balance, if any, (i) shall (if such proceeds are required under Paragraph 8.1(b) hereinabove to be applied to the rebuilding, restoration or repair of the Mortgaged Property) be so applied to rebuilding, restoration or repair of the Mortgaged Property, or (ii) shall be deposited with the Substitute Cash Collateral Escrow Agent as Substitute Cash Collateral.

Article 9 ESCROW

9.1 Tax and Insurance Escrow: In order to implement the provisions of Paragraphs 4.5 and 4.7 hereinabove, as to the Mortgaged Property, Mortgagor shall pay to Mortgagee monthly at the same time and place and in the same manner as payments on the Note, and as Escrowed Sums, an amount equal to one-twelfth (1/12th) the sum of (a) the annual real estate and personal property taxes ("Taxes") (estimated, wherever necessary) which may be assessed or imposed upon the Mortgaged Property or the Rents or the ownership, use, occupancy or enjoyment thereof, and are to become due for the tax year during which such payment is so directed and (b) the insurance premiums (estimated wherever necessary) for the same year (or for the next year, if insurance premiums have been prepaid for such year) for those insurance policies as are required hereunder. If Mortgagee determines that any amounts theretofore paid by Mortgagor are insufficient for the payment in full of such Taxes and insurance premiums, Mortgagee shall notify Mortgagor of the increased amounts required to provide a sufficient fund, whereupon Mortgagor shall pay to Mortgagee within thirty (30) days thereafter the additional amount as stated in Mortgagee's notice. The Escrowed Sums may be held by Mortgagee in noninterest-bearing accounts and may be commingled with Mortgagee's other funds. Upon assignment of this Mortgage, Mortgagee shall have the right to pay over the balance of the Escrowed Sums relating to the Mortgaged Property then in its possession to its assignee whereupon the Mortgagee and its Mortgagor shall then become completely released from all liability with respect thereto. Upon full payment of the Indebtedness or at such earlier time as Mortgagee may elect, the balance of the Escrowed Sums in its possession shall be paid over to Mortgagor and no other party shall have any right or claim thereto. If no Event of Default shall have occurred and be continuing hereunder, the Escrowed Sums shall, at the option of Mortgagee, be repaid to Mortgagor in sufficient time to allow Mortgagor to satisfy Mortgagor's obligations under the Security Documents to pay the Taxes and the required insurance premiums or be paid directly to the Governmental Authority and the insurance company entitled thereto. If an Event of Default shall have occurred and be continuing hereunder, however, Mortgagee shall have the additional option, at such time as the principal of the Indebtedness matures (by acceleration or otherwise), of crediting the full amount of the Escrowed Sums against the Indebtedness. Notwithstanding anything to the contrary contained in this Paragraph 9.1 or elsewhere herein, Mortgagee hereby reserves the right to waive (which waiver must be in writing) the payment by Mortgagor to Mortgagee of the Escrowed Sums, and, in the event Mortgagee does so waive such payment, it shall be without prejudice to Mortgagee's rights to insist, at any subsequent time or times, that such payments be made in accordance herewith unless otherwise provided in such written waiver.

Article 10
ASSIGNMENT OF RENTS AND SECURITY AGREEMENT

10.1 Security Interest: This Mortgage shall be construed as a mortgage on real property. It shall also constitute and serve as an assignment of rents and as a "Security Agreement" on personal property within the meaning of, and shall constitute until the grant of this Mortgage shall terminate as provided in Article 2 hereinabove, a first and prior security interest under, the Illinois Uniform Commercial Code - Secured Transactions with respect to the Personalty, Fixtures, Leases, Rents, Service Contracts, subject to the matters reflected on Exhibit "B", to the extent same are applicable to such personal property. To this end, Mortgagor has granted, bargained, conveyed, assigned, transferred and set over, and by these presents does grant, bargain, convey, assign, transfer and set over, unto Mortgagee, all of Mortgagor's right, title and interest in and to the Leases and Rents, and a first and prior security interest in all of Mortgagor's right, title and interest in, to and under the Personalty, Fixtures, Leases, Rents, Service Contracts and Escrowed Sums, subject to the Permitted Encumbrances, to the extent same are applicable to such personal property, to secure the full and timely payment of the Indebtedness and the full and timely performance and discharge of the Obligations.

10.2 Financing Statements: Mortgagor hereby agrees with Mortgagee to execute and deliver to Mortgagee, in form and substance reasonably satisfactory to Mortgagee, such "Financing Statements" and such further assurances as Mortgagee may, from time to time, consider reasonably necessary to create, perfect, and preserve Mortgagee's security interest herein granted and Mortgagee may cause such statements and assurances to be recorded and filed, at such times and places as may be required or permitted by law to so create, perfect and preserve such security interest. Mortgagor and Mortgagee agree that this Mortgage shall constitute a financing statement with respect to the Fixtures and that a copy of this Mortgage may be filed as a financing statement with respect to the other collateral subject to said security interest.

10.3 Uniform Commercial Code Remedies: Mortgagee shall have all the rights, remedies and recourses with respect to the Personalty, Fixtures, Leases, Rents, Service Contracts and Escrowed Sums afforded to it by the aforesaid Illinois Uniform Commercial Code - Secured Transactions in addition to, and not in limitation of, the other rights, remedies and recourses afforded Mortgagee by the Security Documents; provided, however, that all of such rights, remedies and recourses shall only be exercised by Mortgagee after Mortgagor is afforded its rights to notice and cure as set forth in the Security Documents.

10.4 No Obligation of Mortgagee: The assignment and security interest herein granted shall not be deemed or construed to constitute Mortgagee as a mortgagee in possession of the Mortgaged Property, to obligate Mortgagee to lease the Mortgaged Property or attempt to do same, or to take any action, incur any expenses or perform or discharge any obligation, duty or liability whatsoever under any of the Leases or otherwise.

10.5 Payment of Rents to Mortgagor Until Maturity: Unless and until the principal of the Indebtedness has matured (whether by acceleration or otherwise), Mortgagor shall be entitled to collect the Rents as and when, but not more than one month before, they become due and payable. Mortgagor hereby agrees with Mortgagee that the other parties under the Leases may, upon notice from Mortgagee that the principal of the Indebtedness has matured (whether by acceleration or otherwise), thereafter pay direct to Mortgagee the Rents due and to become due under the Leases and attend all other obligations thereunder direct to

Mortgagee without any obligation on their part to determine whether such an event has in fact occurred.

ARTICLE 11
JUNIOR LIENS

Mortgagor shall have the right to grant subordinate liens on the Mortgaged Property (excluding Escrowed Sums, Cash Collateral, Substitute Cash Collateral or any other cash collateral) to secure financing to the extent and only to the extent that the following terms are complied with:

(a) The subordinate lien(s) may secure only a loan or loans made to Mortgagor by Trust Company of the West Realty Advisors or another financial institution or a pension fund for which Trust Company of the West Realty Advisors provides investment, advisory or management services ("Permitted Junior Lender").

(b) There shall exist no Event of Default pursuant to Paragraph 5(a) of the Note or Paragraph 5(a) of the Master Note.

(c) A complete copy of all documents executed in connection with such financing, including without limitation, the note and instrument creating the lien against the Mortgaged Property, must be provided to Mortgagee within five (5) days following the consummation of such financing.

(d) The instrument creating the junior lien against the Mortgaged Property must contain provisions incorporating the following:

(i) The Permitted Junior Lender must expressly agree that its lien against the Mortgaged Property is subordinate and inferior to the lien created by this Mortgage to the full extent of the Indebtedness.

(ii) The Permitted Junior Lender must expressly subordinate its liens to any and all leases for space in the Mortgaged Property, whether then existing or thereafter entered into, and in no event shall a foreclosure of the Mortgaged Property by the Permitted Junior Lender or the exercise of any other remedy by the Permitted Junior Lender operate to terminate any such leases.

(iii) The Permitted Junior Lender must expressly agree in writing that (x) it will not assign or transfer its note without the prior written consent of Mortgagee, and (y) it will provide Mortgagee with written notice of any default under such loan and provide Mortgagee at least ten (10) days' prior written notice before it posts the Mortgaged Property for foreclosure or exercises any other remedy due to default.

The right to place junior liens on the Mortgaged Property is personal to Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation and any of their Affiliates and cannot be exercised by any other party acquiring an interest in the Mortgaged Property (including without limitation, transferees (if any) permitted by this Mortgage and any Permitted Junior Lender).

Article 12
MISCELLANEOUS

12.1 Notices: All notices or other communications required or permitted to be given pursuant to this Mortgage shall be in writing and shall be considered as properly given if mailed by first class United States [or Canadian] mail, postage prepaid,

registered or certified with return receipt requested, or by delivering same in person or by courier to the intended addressee. Notice so mailed shall be effective upon the expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

MORTGAGOR

Adlarb Real Estate Investment
Partnership
c/o Mr. John T. Candell
Opus Center, Suite 500
9900 Bren Road East
Minnetonka, Minnesota 55343

with a copy to:

Kasner Corporation
8502 East Via de Ventura, Suite 101
Scottsdale, Arizona 85258

and with a copy to:

Gallagher & Kennedy
360 East Coronado Road
Phoenix, Arizona 85004
Attn: Mr. Gregory L. Mast

MORTGAGEE

GWL Properties, Inc.
7400 E. Orchard Road, Suite 230
Englewood, Colorado 80111

with a copy to:

Baker, Brown, Sharman & Parker
1200 Smith, Suite 3600
Houston, Texas 77002
Attn: Mr. David M. Robins

and with a copy to:

The Great-West Life Assurance Company
100 Osborne Street North
Winnipeg, Manitoba R3C 3A5
CANADA
Attn: Mortgage Department

provided, however that either party shall have the right to change its address for notice hereunder to any other location within the United States [or Canada] by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

12.2 Applicable Law and Construction: The Security Documents shall be governed by and construed according to the laws of the State of Texas except (a) that the procedural and substantive matters relating only to the creation, perfection and foreclosure of liens and security interests and enforcement of rights and remedies against the Mortgaged Property shall be governed by the Laws of the state(s) where the Mortgaged Property is located, and (b) that the Laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder, to the extent applicable, shall apply. Mortgagor and Mortgagee have each been represented by legal counsel licensed to practice law in the State of Texas and the state where the Mortgaged Property is located. Both Mortgagor and Mortgagee are knowledgeable and

experienced with respect to transactions of the type evidenced by the Security Documents. It is the intent of Mortgagor and Mortgagee that the Security Documents be construed fairly without bias for or prejudice against either party regardless of which party or which party's counsel may have originated any of such Security Documents.

12.3 Recourse. The provisions of Paragraph 8 of the Note and Paragraph 8 of the Master Note which place certain limitations on the recourse which Mortgagee may have against Mortgagor upon the occurrence of an Event of Default are hereby incorporated herein by reference.

12.4 Performance at Mortgagor's Expense: The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Mortgagor, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

12.5 Survival of Obligations: Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the loan called for herein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

12.6 Further Assurances: Mortgagor, upon the request of Mortgagee, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Property.

12.7 Recording and Filing: Mortgagor will cause the Security Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Mortgagor or Mortgagee shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

12.8 No Representation by Mortgagee: By accepting or approving anything required to be observed, performed or fulfilled or to be given to Mortgagee pursuant to the Security Documents, including (but not limited to) any officer's or partner's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, neither Mortgagee nor any Mortgagor shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty, consent or affirmation with respect thereto by any Mortgagor or Mortgagee.

12.9 No Waiver: Any failure by Mortgagee to insist, or any election by Mortgagee not to insist, upon strict performance by Mortgagor of any of the terms, provisions or conditions of the Security Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof and Mortgagee shall have the right at any time or times thereafter to insist upon strict performance by Mortgagor of any and all of such terms, provisions and conditions.

12.10 Mortgagee's Right to Perform the Obligations: Without notice, at anytime in case of emergency, but otherwise if and only if an Event of Default occurs and remains uncured (under either the Master Note or the Note) at the expiration of the time period described in Paragraph 5.1(a) of the Loan Agreement, and

without further notice to or demand upon Mortgagor and without waiving or releasing any other right, remedy or recourse Mortgagee may have because of same, Mortgagee may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Mortgagor, and shall have the right to enter the Land and Buildings for such purpose and to take all such actions and expend such sums thereon and with respect to the Mortgaged Property as it may deem necessary or appropriate. Mortgagor shall pay or reimburse Mortgagee and indemnify Mortgagee against any and all such expenses and costs, including without implied limitation, the cost and expense of evaluating, monitoring, administering and protecting the Mortgaged Property, and creating, perfecting and realizing upon Mortgagee's security interests in and liens on the Mortgaged Property, including without implied limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, fees incident to security interest, lien and other title searches and reports, escrow fees, attorneys fees and expenses, court costs, auctioneer fees and other expenses incurred in connection with liquidation or sale of the Mortgaged Property. If Mortgagee shall elect to pay any Imposition or other sums due with reference to the Mortgaged Property, Mortgagee may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, Mortgagee shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Mortgagor shall pay Mortgagee for any expenses incurred by Mortgagee, and shall indemnify Mortgagee against all losses, expenses, damage, claims and causes of action, including reasonable attorney's fees, incurred or accruing by reason of any acts performed by Mortgagee pursuant to the provisions of this Paragraph 12.9 or by reason of any other provision in the Security Documents. All sums paid by Mortgagee pursuant to this Paragraph 12.9, and all other sums expended by Mortgagee to which it shall be entitled to be indemnified, shall bear interest at the lesser of (i) the rate of interest provided the Note for past due installments of principal and/or interest, or (ii) the maximum nonusurious rate of interest from time to time permitted by applicable law, from the date of such payment or expenditure until repayment thereof. All of the aforementioned sums together with the interest thereon shall constitute additions to the Indebtedness, shall be secured by the Security Documents and shall be paid by Mortgagor to Mortgagee upon demand.

12.11 Covenants Running with the Land: All obligations contained in the Security Documents are intended by the parties to be, and shall be construed, as covenants running with the Mortgaged Property.

12.12 Successors and Assigns: All of the terms of the Security Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

12.13 Severability: The Security Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Security Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest

extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Mortgagor and Mortgagee to at all times comply with the usury, and all other laws relating to the Security Documents. Reference is here made to the provisions of the Master Note and the Note regarding and limiting collection of interest and compliance with the applicable usury laws, which provisions shall control over any contrary or conflicting provisions in any other Security Document.

12.14 Entire Agreement and Modification: The Security Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Security 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.

12.15 Counterparts: This Mortgage may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

12.16 No Partnership: Nothing contained in the Security Documents is intended to, or shall be construed as, creating to any extent and in any manner whatsoever any partnership, joint venture or association between Mortgagor and Mortgagee, or in any way make Mortgagee a co-principal with Mortgagor with reference to the Mortgaged Property, and any inferences to the contrary are hereby expressly negated.

12.17 Headings: The insertion of Article, Paragraph and Subparagraph entitlements and the underlining of words or phrases herein are used for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text or meaning of such Articles, Paragraphs, Subparagraphs, words or phrases.

12.18 Substitution of Collateral and Release Rights: Mortgagor has certain rights to substitute collateral as security for the Indebtedness and obtain releases of the liens and security interests in the Mortgaged Property, as more particularly set forth in the Loan Agreement.

EXECUTED effective as of the date hereinabove first set forth.

MORTGAGOR

ADLAR REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership

By: Arbeit & Co., a Minnesota general partnership, partner

By: *Gerald Rauenhorst*
Gerald Rauenhorst,
partner

COOK COUNTY, ILLINOIS
1999 JAN -3 AM 11: 29

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STATE OF Arizona §
County of Maricopa §

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Gerald Rauenhorst, personally known to me to be a general partner of Arbeit & Co., a Minnesota general partnership, general partner on behalf of Adlarb Real Estate Investment Partnership, a Minnesota general 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 and acknowledged that as such general partner of Arbeit & Co., general partner of Adlarb Real Estate Investment Partnership, a Minnesota general partnership, he signed and delivered the said instrument, pursuant to authority given by the partners of said partnership, as their 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 28th day of December 1989.

Sylvia K. Conner
Notary Public in and for
State of Arizona

Sylvia K. Conner
Notary's Printed Name

My Commission Expires:
February 17, 1991

THIS DOCUMENT WAS PREPARED BY AND AFTER RECORDING RETURN TO:

John L. Wahlers, Esq.
Fischer, Kendle & Wahlers
221 N. LaSalle Street
Suite 3410
Chicago, Illinois 60601

1289218.DOC
WP0987
12/27/89/pj

Box 333

EXHIBIT "A"

LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF BASSWOOD ROAD, DEDICATED PER DOCUMENT NUMBER 26501313 AND SOUTHERLY OF THE SOUTH LINE OF COMMERCE DRIVE, DEDICATED PER DOCUMENT NUMBER 87517101, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF BASSWOOD ROAD, DEDICATED PER DOCUMENT NUMBER 26501313, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED APRIL 19, 1957, RECORDED APRIL 26, 1957 AS DOCUMENT NUMBER 16888316, ALSO EXCEPTING THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED DATED NOVEMBER 6, 1958, RECORDED NOVEMBER 12, 1958 AS DOCUMENT NUMBER 17375024, ALSO EXCEPTING THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE VILLAGE OF SCHAUMBURG BY QUIT CLAIM DEED DATED SEPTEMBER 23, 1970 RECORDED DECEMBER 30, 1970 AS DOCUMENT NUMBER 21351431, ALSO EXCEPTING THAT PART DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OWNED BY THE NORTHERN ILLINOIS GAS COMPANY AS RECORDED BY WARRANTY DEED DATED NOVEMBER 6, 1958 AND RECORDED NOVEMBER 12, 1958 AS DOCUMENT NUMBER 17375024, AND THE EAST LINE OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES, 08 MINUTES, 16 SECONDS WEST ALONG SAID EAST LINE OF SAID NORTH WEST 1/4, 20.88 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, 40.08 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE PREVIOUSLY SAID EAST LINE OF THE PREVIOUSLY SAID NORTH WEST 1/4, 155.00 FEET TO A POINT; THENCE NORTH 56 DEGREES, 05 MINUTES, 56 SECONDS WEST ALONG A LINE, 60.00 FEET TO A POINT; THENCE NORTH 86 DEGREES, 04 MINUTES, 07 SECONDS WEST ALONG A LINE, 150.19 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE PREVIOUSLY SAID EAST LINE OF SAID NORTH WEST 1/4, 57.5 FEET TO A POINT WHICH LIES ON SAID SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 81 DEGREES, 03 MINUTES, 12 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTHERN ILLINOIS GAS COMPANY, 242.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOTS 103, 104, 105 AND 106 IN WOODFIELD BUSINESS CENTER TWO-EAST, PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOTS 54, 75, 76, 77 AND 79 IN WOODFIELD BUSINESS CENTER TWO-WEST, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501312, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 74 IN WOODFIELD BUSINESS CENTER TWO-WEST BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED FEBRUARY 9, 1983 AS DOCUMENT NUMBER 26501312 EXCEPT THAT PART DESCRIBED AS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 74; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 74 A DISTANCE OF 240.00 FEET TO A CORNER OF SAID LOT 74; THENCE NORTH 86 DEGREES, 17 MINUTES, 15 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT 74 A DISTANCE OF 47.00 FEET TO A CORNER OF LOT 74; THENCE CONTINUING NORTH 86 DEGREES, 17 MINUTES, 15 SECONDS EAST 530.15 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 74; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 74, SAID LINE BEING ALSO THE NORTHERLY LINE OF COMMERCE DRIVE, DEDICATED PER DOCUMENT NUMBER 26501312, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 578.67 FEET, AN ARC DISTANCE OF 370.07 FEET TO THE SOUTH EAST CORNER OF SAID LOT 74, THE CHORD OF SAID ARC HAVING A LENGTH OF 363.80 FEET AND BEARING OF SOUTH 40 DEGREES, 16 MINUTES, 50 SECONDS WEST; THENCE NORTH 89 DEGREES, 58 MINUTES, 19 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 74 A DISTANCE OF 340.85 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 2 IN GOLFWOOD SQUARE, BEING A RESUBDIVISION OF LOT 7 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1979, AS DOCUMENT 25234483; AND LOT 49 IN WOODFIELD BUSINESS CENTER UNIT 17, BEING A RESUBDIVISION OF PART OF LOT 8, IN WOODFIELD BUSINESS CENTER AND OF LOT 3 IN WOODFIELD BUSINESS CENTER, UNIT 2 IN THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 AS DOCUMENT 88319812, IN COOK COUNTY, ILLINOIS.

EXHIBIT "A"
(Page 2 of 3)

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PARCEL 7:

LOTS 4 AND 5 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 9, 1979 AS DOCUMENT NUMBER 25234483, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 6 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF LAND:

LOT 41 IN WOODFIELD BUSINESS CENTER UNIT 13, BEING A RESUBDIVISION OF PART OF SAID LOT 6 IN WOODFIELD BUSINESS CENTER; LOT 31 IN WOODFIELD BUSINESS CENTER UNIT 8, BEING A RESUBDIVISION OF PART OF SAID LOT 6 IN WOODFIELD BUSINESS CENTER, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 26 IN WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 7, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 49, EXCEPT THE EASTERLY 290 FEET THEREOF (MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF), IN WOODFIELD BUSINESS CENTER UNIT 18, BEING A RESUBDIVISION OF PART OF LOT 3 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 48 IN WOODFIELD BUSINESS CENTER UNIT 18, BEING A RESUBDIVISION OF PART OF LOT 3 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12A:

THAT PART LYING SOUTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE THEREOF, FROM A POINT WHICH IS 352.00 FEET SOUTHERLY OF THE NORTH EAST CORNER OF THE EAST 459.97 FEET (AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT 17364156 ON OCTOBER 31, 1958, IN COOK COUNTY, ILLINOIS

EXHIBIT "A" (Page 3 of 3)

Permanent Real Estate Index Number(s): 07-10-200-006-0000; 07-10-201-007-0000; 07-10-201-008-0000; 07-10-201-009-0000; 07-10-202-015-0000; 07-10-204-004-0000; 07-10-204-010-0000; 07-11-102-006-0000; 07-11-102-008-0000; 07-11-102-009-0000; 07-11-103-004-0000; 07-11-103-005-0000; 07-11-103-006-0000; 07-11-103-007-0000; 07-11-301-018-0000; 07-11-302-002-0000; 07-11-303-013-0000; 07-11-303-014-0000; 07-11-304-001-0000; 07-11-304-002-0000; 07-11-304-004-0000.

Address(es) of Real Estate: Seven parcels of land bounded generally by the Northwest Tollway, Plum Grove Road, Roselle Road and Golf Road in Woodfield Business Center in Schaumburg, Illinois.

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PERMITTED ENCUMBRANCES

1. Easement Agreement between Frank C. Wiley and Lois Wiley and the Metropolitan Sanitary District of Greater Chicago, providing for the installation, maintenance, repair and operation of an intercepting sewer, manholes, and appurtenances, recorded December 28, 1961 as Document 18364597.

(Affects East 40 feet falling within Plum Grove Road of Parcels 1 and 2).
2. Rights of the public, the municipality and the State of Illinois in and to that part of the land dedicated for Commerce Drive and Basswood Road by the plat of Woodfield Business Center Two East Phase 1 aforesaid.

(Affects Parcel 1).
3. Terms, provisions, covenants, conditions and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center Two made by National Boulevard Bank of Chicago as Trustee under Trust Agreement dated October 27, 1980 and known as Trust Number 6666 and National Boulevard Bank of Chicago as Trustee under Trust Agreement dated May 21, 1981 and known as Trust Number 6758 dated June 23, 1983 and recorded July 14, 1983 as Document 26687855.

(Affects Parcel 1)
4. Drainage easement as shown on the Plat of Woodfield Business Center Two-East Phase 1 dated April 27, 1982 and recorded February 9, 1983 as Document 26501313 over (a) the North 25 feet of Lot 103.

(Affects Lot 103 of Parcel 3).
5. Non-exclusive easement reserved for and granted to The Illinois Bell Telephone Company, The Commonwealth Edison Company, Northern Illinois Gas Company, Cable Net of Illinois and The Village of Schaumburg, their successors and assigns to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves and other equipment for the purpose of serving the subdivision and other property with telephone, electric, sewer, gas and water service, the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves and other equipment and the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs or saplings that interfere or threaten to interfere with any of said public utility equipment. All installations shall be underground or on the surface, but

not overhead, as shown on plat of Woodfield Business Center Two-East Phase I dated April 27, 1982 and recorded February 9, 1983 as Document 26501313.

(Affects the northeasterly 20 feet of Lots 103, 105, and 106 and the north 25 feet of Lot 103 of Parcel 3).

6. A letter by the Division of Waterways of the Department of Transportation appended to the Plat of Subdivision recorded February 9, 1983 as Document 26501313 states that the land is subject to flood risks.

(Affects Parcel 3)

7. Easement provisions contained in Woodfield Business Center Two-East Phase I dated April 27, 1982 and recorded February 9, 1983 as Document 26501313 wherein it is stated that no permanent buildings or other structures are to be erected or maintained upon strips of land designated as easements, but owners of lots in this subdivision shall take their title subject to the rights of the public, utilities and to the rights of the owners of other lots in this subdivision.

(Affects all lots having easements of Parcel 3).

8. Easement for public utilities as shown on plat of Woodfield Business Center Two-East Phase I dated April 27, 1982 and recorded February 9, 1983 as Document 26501313 over following land:

- (A) The easterly 20 feet of Lot 103;
- (B) Northeasterly 20 feet of Lot 105;
- (C) Northeasterly 20 feet of Lot 106.

(Affects Lots 103, 105 and 106 of Parcel 3).

9. A 30 foot building set back line as shown on the plat of subdivision of Woodfield Business Center Two-East Phase I dated April 27, 1982 and recorded February 9, 1983 as Document 26501313 over:

- (A) Easterly 30 feet of Lot 103;
- (B) Northeasterly 30 feet of Lot 105;
- (C) Northeasterly 30 feet of Lot 106.

(Affects Lots 103, 105 and 106 of Parcel 3).

10. Covenants and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center Two dated June 23, 1983 and recorded July 14, 1983 as Document No. 26687855 and as amended by instrument recorded December 10, 1985 as Document 85316562 and 26687856 relating to general restrictions, development standards, architectural and spatial characteristics; loading and storage areas;

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Architectural Control Committee requiring membership in the Property Owners Association.

Note: Said instrument contains no provision for a forfeiture or for reversion of title in case of breach of condition.

(Affects Parcels 3 and 4)

11. Provision contained in the Declaration of Protective Covenants for Woodfield Business Center Two dated June 23, 1983 and recorded July 14, 1983 as Document Nos. 26687855 and 26687856 whereby each owner covenants and agrees to pay to the Association: (1) annual assessments and (2) special assessments; and that the annual and special assessments together with interest, costs and reasonable attorney's fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made; further provides that the lien of the assessments shall be subordinate to the lien of any mortgage or mortgages.

(Affects Parcels 3, 4, 10, 11 and 12A by document recorded December 10, 1985 as Document 85316562).

12. Easement reserved and granted to the Village of Schaumburg, its successors and assigns within marked "Bike Path Esmt" to be used for a public bike path and no other purpose except where the bike path easement lie within the areas of the drainage, utility or other easements in which case the provisions of this plat covering such drainage, utility or other easements shall apply to the areas of the bike path easement. No permanent buildings or other structures may be erected or maintained upon said strips of ground other than the pavement and other improvements incidental to the use thereof as a public bicycle path, and other than any improvements in connection with the aforesaid drainage, utility and other easements and owners of lots in this subdivision will take title subject to rights of public and of Village as shown on plat of Woodfield Business Center Two-East Phase I subdivision dated April 27, 1982 and recorded February 9, 1983 as Document 26501313 over the following land:

- (A) South 15 feet of Lot 106;
- (B) South 15 feet of Lot 105;
- (C) South 15 feet of the east 205 feet of Lot 104 and the south 20 feet of the west 230 feet of Lot 104.

(Affects Lots 104, 105 and 106 of Parcel 3).

13. The plat of Woodfield Business Center Two-East Phase I recorded February 9, 1983 as Document 26501313 designates all Lot 104 as drainage easement and storm water detention area. Relative thereto we note:

Exhibit "B"
(Page 1 of 21)

90001922

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(A) Attention is directed to the fact that the public records do not show any means of ingress or egress to and from the land, and, by reason thereof, this commitment and our policy, if and when issued should not be construed as insuring against any loss or damage by reason of lack of access to and from the land.

(Affects Lot 104 of Parcel J).

14. Covenants and restrictions as shown on plat of Woodfield Business Center Two-East Phase I recorded February 9, 1983 as Document 26501313 as follows:

The areas delineated as "storm water detention area" are reserved for the benefit of the owners of real property in said subdivision, National Boulevard Bank, as Trustee under Trust Agreement dated March 20, 1981 and known as Trust Number 6758 as owner on behalf of its grantees, successors and assigns and on behalf of the owners of property in the subdivision, covenant and agree to improve and to maintain the areas so delineated in accordance with the provisions of documents to be hereafter recorded.

(Affects Parcel 3).

15. Non-exclusive easement reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, the Northern Illinois Gas Company, Cablenet of Illinois, Inc. and the Village of Schaumburg, Cook County, Illinois and their successors and assigns, over the land, to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with the telephone, electric, sewer, gas and water service; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves and other equipment; and the right is granted to cut down and remove, or trim and keep trimmed, any trees, shrubs, or saplings that interfere or threaten to interfere, with any of the said public utilities easement. All installations shall be underground or on the surface, but not overhead, as shown on the plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document No. 26501312.

(Affects 20 feet over the northwesterly line and 10 feet over the west line of Lot 54; 20 feet over the south line of Lot 75; 20 feet over the southerly line of Lot 76; 20 feet over the south line and 15 feet over the west line of Lot 77 of Parcel 4 and 20 feet over the northerly and southeasterly lines of Lot 74 of Parcel 5).

Exhibit "B"
(Page 3 of 21)

90001922

16. Easement provisions contained in plat of Woodfield Business Center Two-West, recorded February 9, 1983 as Document number 26501312, that no permanent buildings or other structures are to be erected or maintained upon aforesaid easement strips of land, but owners of lots in the subdivision shall take subject to the rights of the public utilities and to the rights of the owners of other lots in the aforementioned subdivision.

(Affects 20 feet over the northwesterly line and 10 feet over the west line of Lot 54; 20 feet over the south line of Lot 75; 20 feet over the southerly line of Lot 76; 20 feet over the south line and 15 feet over the west line of Lot 77 of Parcel 4 and 20 feet over the northerly and southeasterly lines of Lot 74 of Parcel 5).

17. Covenants and restrictions as shown on plat of Woodfield Business Center Two-West recorded February 9, 1983 as Document number 26501312, as follows:

The areas delineated as "storm water detention area" are reserved for the benefit of the owners of real property in said subdivision, National Boulevard Bank, as Trustee under Trust Agreement dated March 20, 1981 and known as Trust Number 6750, as owner, on behalf of its grantees, successors and assigns and on behalf of the owners of property in the subdivision, covenant and agree to improve and maintain the areas delineated in accordance with the provisions of documents to be hereafter recorded.

(Affects Parcel 4).

18. A 30 foot building set back line as shown on the plat of Woodfield Business Center Two-West, recorded February 9, 1983 as Document No. 26501312, described as follows:

The Northwesterly line of Lot 54, the south line of Lot 75, the southerly line of Lot 76 and the south line of Lot 77.

(Affects Parcel 4).

- 5). (Over the northerly and easterly lines of Lot 74 of Parcel

19. Easement for public utilities as shown on the plat of Woodfield Business Center Two-West, recorded February 9, 1983 as Document Number 26501312, described as follows:

20 feet over the northwesterly line and 10 feet over the west line of Lot 54, 20 feet over the south line of Lot 75, 20 feet over the southerly line of Lot 76 and 20 feet over the south line and 15 feet over the west line of Lot 77.

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(Affects Parcel 4).

(20 feet over the northerly and southeasterly lines of Lot 74 of Parcel 5).

20. Covenants and restrictions contained in the Declaration of Protective Covenants of Woodfield Business Center Two-West, recorded July 14, 1983 as Document 26687855, relating to the nature of improvements upon the land.

(Affects Parcel 4).

21. Covenants and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center executed by National Boulevard Bank of Chicago as Trustee under Trust Agreement dated November 15, 1978 and known as Trust Number 5850 dated November 29, 1979 and recorded December 13, 1979 as Document 25281482 as amended by instrument recorded as Document 25423780 relating to membership in the Woodfield Business Center property owners association, an Illinois not for profit corporation; use, maintenance and landscaping of the land; location of trash receptacles, storage areas, service yards, electrical cage enclosures, incinerators, and similar equipment for disposal of materials, etc.; construction of curb cuts; installation of electrical, gas and telephone service; building height within the M-P District; location and use of signs, billboards or advertising devices; and architectural control.

Note: Said instrument contains no provision for a forfeiture or for reversion of title in case of breach of condition.

(Affects all of the land).

22. Easement 15 feet over the north line and 10 feet over the south line of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with right to overhang aerial service wires and the right of access to such wires as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on the plat of subdivision recorded November 9, 1979 as document 25234483 and as shown on the plat of resubdivision recorded July 13, 1984 as Document 27171230.

(Affects Lot 49 of the underlying land of Parcel 6).

23. Building lines as shown on the plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483, as follows:

Exhibit "B"
(Page 1 of 21)

90001922

30 feet back from the easterly lines of Lot 6;
50 feet back from the south line of said Lot 6.

(Affects Parcel 8).

(30 feet back from northerly line of Lot 4 of Parcel 7).

(30 feet back from the northerly and easterly lines of Lot 5 of Parcel 7)

(Affects the underlying of Parcel 9 along the north and east lines).

(30 feet over the easterly line of the underlying land of Parcels 10 and 11).

24. Easement for public utilities, as shown on the plat of Woodfield Business Center recorded November 9, 1979, as Document 25234483, over the following parts of the land:

The west, south and easterly 15 feet of Lot 6;
The northerly 10 feet of that part of said Lot 6 lying east of a line extended south, at right angles, from a point on the westernmost north line of said Lot 6, approximately 390 feet east of the northwest corner of said Lot, and lying west of a line extended southerly, at right angles, from a point on the 360 foot long portion of the northerly boundary of said parcel 1 approximately 140 feet westerly of the easterly terminus of said portion of said northerly boundary.

(Affects Parcel 8).

(Affects the north and east 15 feet of Lot 11, over the west 5 feet of the east 20 feet of that part of said Lot 11 lying south of a line 280 feet south of and parallel with the north line of said Lot 11 of the underlying land of Parcel 9).

(The northerly 15 feet of Lot 4 and the easterly 15 feet of Lot 5 of Parcel 7).

(15 feet over the south, east and west lines and the west 10 feet of the east 555 feet of the underlying land of Parcels 10 and 11).

25. Easement for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone, electric, gas, sewer and water service; said equipment to be underground or on the surface of the land, but not overhead; as created by grant to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, the Village of Schaumburg, and their respective successors and assigns, and as shown on the plat

of Woodfield Business Center recorded November 29, 1979, as Document 25234483.

(Affects same as exception number 29 and the southerly, easterly and westerly 15 feet and the west 10 feet of the east 555 feet of the underlying land of Parcels 10 and 11).

(The northerly 15 feet of Lot 4 and the easterly 15 feet of Lot 5 of Parcel 7).

26. With respect to the easement set forth in the immediately preceding exception, the plat of Woodfield Business Center recorded November 9, 1979, as Document 25234483, as corrected by Certificate of Correction recorded March 14, 1980, as Document 25391836, further provides that overhead installations of the Commonwealth Edison Company, its successors and assigns, shall be permitted along the north 30 feet and the westernmost 15 feet of Lot 6 and the west 15 feet of Lot 4).

(Affects Lot 4 of Parcel 7 and Lot 6 of Parcel 8).

(Affects the underlying land of Parcel 9).

27. Easement for the benefit of Lot 41 in Woodfield Business Center Unit 13, for purposes of ingress and egress, as created by easement agreement made by and between National Boulevard Bank of Chicago, as Trustee under Trust No. 5850, and Foodmaker, Inc., a corporation of Delaware, recorded August 14, 1981, as Document 25969442; and the covenants, conditions and agreements therein contained.

(Affects that part of Lot 6 described as follows: Beginning at the westernmost corner of said Lot 6; thence north along the westernmost line of said Lot 6, 32.03 feet; thence north 87 degrees, 26 minutes, 14 seconds east, 939.83 feet; thence north 84 degrees, 34 minutes, 30 seconds east, 90.11 feet; thence north 87 degrees, 26 minutes, 14 seconds east, 47.10 feet to a point on the easternmost boundary of said Lot 6; thence southerly along said easternmost boundary, being a curve concave to the east, having a radius of 1136.21 feet, an arc distance of 11.75 feet - the chord of said arc bearing south 8 degrees, 15 minutes, 43 seconds west, 41.74 feet; thence south 87 degrees, 26 minutes, 14 seconds west, 39.26 feet; thence north 39 degrees, 42 minutes, 1 second west, 90.11 feet; thence south 87 degrees, 26 minutes, 14 seconds, 210.42 feet to a corner of said Lot 6, said corner being the north east corner of the first exception to the description of said Lot 6; thence west, south west and south along the north, north west and west lines of said first exception to another corner of said Lot 6 on the southernmost line thereof; thence south 87 degrees, 26 minutes 14 seconds west, along said southernmost line of Lot 6, 48.16 feet to another corner of said Lot 6, said corner being the south east corner of the second exception

in the description of said Lot 6; thence north, north west and west along the east, northeast and north lines of said second exception to the point of beginning at the westernmost corner of said Lot 6, said corner being the north west corner of the aforesaid second exception).

(Affects Lot 6 of Parcel 8).

28. Temporary Easement for the benefit of Lot 41 in Woodfield Business Center Unit 13, for purposes of ingress, egress and parking; as created by Agreement made by and between National Boulevard Bank of Chicago, as Trustee under Trust No. 5850, and Foodmaker, Inc., a corporation of Delaware, recorded August 14, 1981, as Document 25969443; and the covenants, conditions and agreements therein contained.

(Affects that part of Parcel 8 described as follows: Commencing at the westernmost corner of said Lot 6; thence north along the westernmost line of said Lot 6, 32.03 feet to the point of beginning; thence continuing north along said westernmost line, 20.02 feet; thence north 87 degrees, 26 minutes, 14 seconds east, 379.75 feet; thence south 2 degrees, 23 minutes, 46 seconds east, 20 feet; thence south 87 degrees, 26 minutes, 14 seconds west, 380.66 feet to the point of beginning.)

29. Easement for the benefit of Lot 31 in Woodfield Business Center Unit 8, for purposes of ingress and egress, as created by easement agreement made by and between National Boulevard Bank of Chicago, as Trustee under Trust No. 5850, and Meriwether's Restaurants, Inc., a corporation of Delaware, recorded September 10, 1981, as Document 25995035; and the covenants, conditions and agreements therein contained.

(Affects same as No. 28 above).

30. Covenants and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center, which declaration was made by National Boulevard Bank of Chicago, as Trustee under Trust No. 5850, and recorded December 13, 1979, as Document 25281482, and was amended by instrument recorded April 18, 1980, as Document 25423780, relating to:

- (A) Use and maintenance of the land and the improvements thereon;
- (B) Prohibition of trailers or temporary structures on the land, except during construction;
- (C) Landscaping, curbing and paving requirements;

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- (D) Screening of certain equipment and areas;
- (E) Size and height of buildings;
- (F) Location of utility facilities;
- (G) Permitted types of signs;
- (H) Creation of an architectural Control Committee; and
- (I) Membership in, and functions of, Woodfield Business Center property owners association, a not-for-profit corporation of Illinois;

Which declaration does not contain a reversionary or forfeiture clause.

(Affects Parcel 9 and the underlying land of Parcel 10 and the underlying land of Parcel 11, Lots 7 and 49 of the underlying land of Parcel 6 and Parcels 7 and 8).

31. Provisions contained in the Declaration of Protective Covenants for Woodfield Business Center, which declaration was made by National Boulevard Bank of Chicago, as Trustee under Trust No. 5850, and recorded December 13, 1979, as Document 25281482, whereby each owner of any part of the land covenants and agrees to pay to Woodfield Business Center Property Owners Association, a not-for-profit corporation of Illinois, certain annual and special assessments, the amount of which, if unpaid, together with interest, costs and reasonable attorneys' fees, shall be a charge and continuing lien on the part of the land as to which each such assessment is made.

Note: Said declaration provides further that the liens of such assessments are subordinate to all mortgages, whenever executed, encumbering any part of the land.

(Affects Lots 7 and 49 of the underlying land of Parcel 6 Parcels 7 and 8 and Parcel 9).

32. Easement in favor of the Commonwealth Edison Company and the Illinois Bell Telephone Company, as shown on the plat of Woodfield Business Center recorded November 9, 1979, as Document 25234483, over the following parts of the land:

The northerly 15 feet of Lot 4;
The northerly 15 feet of Lot 5.

(Affects Parcel 7)

(Affects the southerly 15 feet of Lot 1 of the underlying land of Parcel 9).

Exhibit "B"
(Page 10 of 21)

90001922

33. Drainage easement and storm water detention area on most of Lot 5 and also Lots 1 and 11 in Woodfield Business Center, as shown on the plat of said subdivision recorded November 9, 1979 as Document 25234483.

(Affects Lot 5 of Parcel 7 and other property).

That part of Lot 26 in Parcel 9 lying south of the north 15 feet of said Lot 26, west of the east 15 feet of said Lot; north of the south line of the north 280 feet of said lot; east of the west line of the east 245.65 feet of said lot, and northeasterly of a line extended from a point on said west line of the east 245.65 feet of said lot, 99.33 feet south of the north lot line, to a point on the aforesaid south line of the north 280 feet of said lot, 45 feet west of the east lot line.

(Affects Parcel 9).

34. Covenants and restrictions contained in the Declaration of Protective Covenants for Woodfield Business Center executed by National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated November 15, 1978, and known as Trust Number 5850 dated November 29, 1979 and recorded December 13, 1979 as Document 25281482 and as amended by instrument recorded as Document 25423780 relating to membership in the Woodfield Business Center Property Owners Association, an Illinois not for profit corporation; use, maintenance and landscaping of the land, location of trash receptacles, storage areas, service yards, electrical cage enclosures, incinerators, and similar equipment for disposal of materials, etc.; construction of curb cuts; installation of electrical, gas and telephone service; building height within the M-P District; location and use of signs, billboards or advertising devices; and architectural controls.

Note: Said instrument contains no provision for a forfeiture or reversion of title in case of breach of condition.

(Affects the underlying of Parcel 11).

35. Provision contained in the Declaration of Protective Covenants for Woodfield Business Center by National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated November 15, 1978 and known as Trust Number 5850 dated November 29, 1979 and recorded December 13, 1979 as Document 25281482 as amended by instrument recorded as Document 25423780 whereby each owner covenants and agrees to pay the association: (1) annual assessments and (2) special assessments; and that the annual and special assessments, together with interest, costs and reasonable attorneys fees shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made;

Exhibit "B"
(Page 11 of 21)

further proviso that the lien of the assessments shall be subordinate to the lien of any mortgage or mortgages.

Note: Said instrument contains no provisions for a forfeiture or for reversion of title in case of breach of condition.

(Affects the underlying of Parcel 11).

36. Easement over the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service together with the right of access to said equipment, as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown on the plat of subdivision recorded November 9, 1979 as Document 25234483.

(Affects the westerly 15 feet and the east 10 feet of Lot 7 of the underlying land of Parcel 6, the underlying of Parcel 9 and the southerly, easterly and westerly 15 feet and the west 10 feet of the east 555 feet of the underlying land of Parcel 11).

37. Easement over the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhang aerial service wires and the right of access to such wires as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on the plat of subdivision recorded November 9, 1979 as Document 25234483.

(Affects the west 15 feet and the east 10 feet of Lot 7 of the underlying land of Parcel 6, the southerly, easterly and westerly 15 feet and the west 10 feet of the east 555 feet of the underlying land of Parcels 10 and 11).

38. Restrictions contained in the plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483; thence no permanent or other structures are to be erected or maintained upon said easement areas as noted above but owners of Lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

(Affects the underlying of Parcels 10 and 11).

39. Easement for public utilities, as shown on plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483 and as corrected by Certificate of Correction recorded as Document 25391836 and as shown on plat of Woodfield Business Center Unit 7 recorded May 19, 1980 as Document 25460445, over the following parts of said Woodfield Business Center Unit 7; the north and west 15 feet

of Lot 26; the west 5 feet of the east 20 feet of that part of said Lot 26 lying south of a line 280 feet south of and parallel with the north line of said Lot 26; and the south 10 feet of said Lot 26.

(Affects Parcel 9).

40. Drainage easement and storm water detention area on Lot 14 in Woodfield Business Center Unit 7 as shown on plat of said subdivision recorded May 19, 1980 as Document 25460445 over and upon the following parts of the land:

That part of Lot 26 lying south of the north 15 feet of said lot; west of the east 15 feet of said lot; north of the south line of the north 280 feet of said lot; east of the west line of the east 245.65 feet of said lot; and northeasterly of a line extended from a point on said west line of the east 245.65 feet of said lot, 99.33 feet south of the north lot line, to a point on the aforesaid south line of the north 280 feet of said lot, 45 feet west of the east lot line.

(Affects Parcel 9).

41. Easement over the north and east 15 feet of Lot 11 in Woodfield Business Center, for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other property with telephone, electric, gas, sewer and water service; said equipment to be underground or on the surface of the land, but not overhead, as created by grant to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, the Village of Schaumburg, and their respective successors and assigns, and as shown on plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483 and as shown on plat of Woodfield Business Center Unit 7 recorded May 19, 1980.

Note: with respect to the easement set forth in the immediately preceding exception, the plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483, as corrected by Certificate of Correction recorded March 14, 1980 as Document 25391836.

(Affects the underlying of Parcel 9).

42. Declaration of Reciprocal Driveway Easements dated April 25, 1985 and recorded May 3, 1985 as Document 85005864 made by National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated November 15, 1978 and known as Trust Number 5850 and Mt. Prospect State Bank, as Trustee under Trust Agreement dated December 28, 1983 and known as Trust Number 1377 grants certain easements for driveway purposes over, under and across portions of Lot 26.

(Affects the south 15.5 feet of the east 62.0 feet of Lot 26 of Parcel 9).

43. An easement as reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, Cablenet of Illinois, Inc. and the Village of Schaumburg, Cook County, Illinois, and their respective successors and assigns within the strips of ground, as shown by dashed lines on the plat and the widths of which are shown on the plat of subdivision recorded April 22, 1986 as Document 85156423 and the widths of which are shown on the plat and marked "easement", to install, lay, construct, renew, operate, and maintain underground conduits and cables, sewers, and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with telephone, electric, sewer, gas and water service; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves, and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere or threaten to interfere with any of the said public utility equipment, all installation shall be underground or on the surface, but not overhead. It is further understood the above easements shall be non-exclusive.

(Affects the westerly 15 feet and the southerly 15 feet of Lot 48 of Parcel 11 and the northerly 20 feet and the southerly 15 feet of Lots 49 of Parcel 10).

44. Restrictions contained in the plat of Woodfield Business Center recorded April 22, 1986 as Document 86156423; that no permanent or other structures are to be erected or maintained upon said strips of land, therein described as easements but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

(Affects Parcels 10 and 11).

45. Easement over the northerly 20 feet and southerly 15 feet of Lot 49; northerly 20 feet, southerly 15 feet and the westerly 15 feet of Lot 48 of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with the right to overhang aerial service wires and the right of access to such wires, as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on the plat of subdivision recorded April 22, 1986 as Document 86156423.

Exhibit "B"
(Page 14 of 21)

90001922

(Affects Parcels 10 and 11).

46. Easement over the northerly 20 feet and southerly 15 feet of Lot 49; northerly 20 feet, southerly 15 feet and the westerly 15 feet of Lot 48 of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service, together with right of access to said equipment as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown on the plat of subdivision recorded April 22, 1986 as document 86156423.

(Affects Parcels 10 and 11).

47. A 30 foot building set back line as shown on plat of subdivision recorded April 22, 1986 as Document 86156423.

(Affects Parcels 10 and 11).

48. Rights of the owners of property abutting on the creek flowing through parts of the land, to the free and unobstructed flow of the waters of said creek.

(Affects Parcel 12A).

49. Bike path easement as shown on the plat of Woodfield Business Center Two West recorded February 9, 1983 as Document 26501312 described as follows:

An area through Lot 74 which cannot be specifically defined.

(Affects Parcel 5)

An area along the westerly and southerly lines of Lot 79 which cannot be specifically defined.

(Affects Parcel 4).

50. Easement reserved and granted to the Village of Schaumburg, Cook County, Illinois and its successors and assigns, within marked "Bike Path Easement" to be used for a public bicycle path and for no other purpose, except where the areas of the bike path easement lie within the areas of any of the drainage, utility or other easements shown on the plat, in which case the provisions of such drainage, utility or other easements shall apply to the areas of the aforesaid bike path easement. No permanent buildings or other structures may be erected or maintained upon the said strips of ground other than the pavement and other improvements incidental to the use thereof as a public bicycle path, and other than any improvements, in connection with the aforesaid drainage, utility and other easements and owners of lots in this subdivision will take title subject to rights of public and Village as shown on plat of Woodfield Business Center Two West recorded February 9, 1983 as Document 26501312.

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(Affects an area through Lot 74 of Parcel 5. For more particulars see survey made by Haeger and Associates dated Sept. 7, 1989, revised Sept. 25, 1989, Job# 89-234. Affects an area of Lot 79 of Parcel 4. For more particulars see survey made by Haeger and Associates dated August 30, 1989, revised Sept. 25, 1989, Job #89-233).

51. Drainage easement as shown on the plat of Woodfield Business Center Two West recorded February 9, 1983 as Document 26501312 (Affects an area of Lot 74 in Parcel 5. For more particulars see survey made by Haeger and Associates dated Sept. 7, 1989, revised Sept. 25, 1989, Job #89-234.)

52. The plat of Woodfield Business Center Two West recorded February 9, 1983, as Document Number 26501312 designates all of Lot 79 as drainage easement and storm water detention area. Relative thereto we note:

(A) Attention is directed to the fact that the public records do not show any means of ingress and egress to or from the land, and by reason thereof, this conveyance is subject to any loss or damage by reason of lack of access to and from the land.

(Affects Lot 79 of Parcel 4).

53. Easement for public utilities, as shown on plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483 and as shown on plat of west resubdivision recorded July 13, 1984 as document 27171230 over the west 15 feet and east 10 feet of Lot 7 and over the east 10 feet of south 204.19 feet of Lot 49 - the underlying land of Parcel 6.

54. Grant of easement recorded December 10, 1981 as document 26081796 made by National Boulevard Bank, a national banking association, as Trustee under Trust Agreement dated April 1, 1981 and known as Trust Number 6764 to the Commonwealth Edison Company, to construct, operate, maintain, renew, relocate and remove wires, cables and conduits, manholes, transformers, pedestals and other facilities used in connection with distribution and transmission of electricity together with right of access thereto over a portion of the land as shown as Exhibit "A" to said grant.

(Affects Lot 49 the underlying land of Parcel 6).

55. Easement over the westerly 15 feet of the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone and electrical service, together with right to overhang aerial services wires and the right of access to such wires as created by grant to the Illinois Bell Telephone Company and the Commonwealth Edison Company and their respective successors and assigns and as shown on the

Exhibit "B"
(Page 16 of 21)

90001922

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plat of Woodfield Business Center subdivision recorded November 9, 1979 as Document 25234483 and as shown on the plat of Woodfield Business Center Unit 17 resubdivision recorded July 13, 1984 as Document 27171230.

(Affects Lot 49 the underlying land of Parcel 6).

56. Easement over the land for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with gas service, together with right of access to said equipment, as created by grant to Northern Illinois Gas Company and its respective successors and assigns and as shown on the plat of Woodfield Business Center subdivision recorded November 9, 1979 as Document 25234483 and as shown on the plat of Woodfield Business Center Unit 17 resubdivision recorded July 13, 1984 as Document 27171230.

(Affects the westerly 15 feet of Lot 49 the underlying land of Parcel 6).

57. An easement is hereby reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, Cablenet of Illinois, Inc. and the Village of Schaumburg, Cook County, Illinois, and their respective successors and assigns within the strips of ground, as shown by dashed lines on the plat of Woodfield Business Center recorded as Document 25234483 and amended by Certificate of Correction recorded March 14, 1980 as Document 25291836 and as shown on the plat of Woodfield Business Center Unit 17 resubdivision recorded July 13, 1984 as Document 27171230 and the widths of which are shown on this plat and marked "Easement," to install, lay, construct, renew, operate and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with telephone, electric, sewer, gas, water service, etc.; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves, and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere, or threaten to interfere with any of the said public utilities equipment. All installation shall be underground or on the surface, but not overhead. It is further understood the above easements shall be non-exclusive.

(Affects the west 15 feet and east 10 feet of Lot 7 and the east 10 feet of the south 204.19 feet of Lot 49 the underlying land of Parcel 6).

58. Restrictions contained in the plat of Woodfield Business Center recorded November 9, 1979 as Document 25234483; and

Exhibit "B"
(Page 17 of 21)

90001922

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as shown on the plat of resubdivision recorded July 13, 1984 as Document 27171230 that no permanent or other structures are to be erected or maintained upon said easement areas as noted above, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

(Affects underlying land of Parcel 6).

59. Building lines as shown on the plat of Woodfield Business Center subdivision recorded November 9, 1979 as document 25234483, and on plat of Woodfield Business Center Unit 17 resubdivision recorded July 13, 1984 as Document 27171230 as follows:

50 feet over the south line and 30 feet over the westerly line of Lot 7;

30 feet over the westerly line of Lot 49.

(Affects underlying land of Parcel 6).

60. Building setback lines over the westerly 30 feet of the land as shown on plat of Golfwood Square recorded July 20, 1988 as Document 88319812.

(Affects Parcel 6).

61. Easement over the westerly 15 feet of the land for public utilities and drainage purposes as shown on plat of Golfwood Square recorded July 20, 1988 as Document 88319812 and Certificate of Correction recorded August 23, 1988 as Document 88381709.

(Affects Parcel 6).

62. An easement is hereby reserved for and granted to Cablenet of Illinois Incorporated, the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company and the Village of Schaumburg, Cook County, Illinois, and their respective successors and assigns within the strips of ground as shown by dashed lines on the plat of Golfwood Square recorded July 20, 1988 as Document 88319812 and the widths of which are shown on the plat and the widths of which are shown on this plat and marked "Easement", to install, lay, construct, renew, operate, and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with telephone, electric, sewer, gas, water service, etc; the right to enter upon the lots at all times to install, lay, construct, renew, operate and maintain within said easement area said conduits, cables, manholes, water valves, and other equipment; and finally the right is

Exhibit "B"
(Page 18 of 21)

90001922

hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere, or threaten to interfere with any of the said public utility equipment. All installation shall be underground or on the surface, but not overhead. It is further understood the above easements shall be non-exclusive.

(Affects the westerly 15 feet of Parcel 6).

63. Restrictions contained in the plat of Golfwood Square recorded July 20, 1988 as Document 88319812 that no permanent or other structures are to be erected or maintained upon said easement areas as noted above, but owners of lots in this subdivision shall take their titles subject to the rights of the public utilities and to the rights of the owners of other lots in this subdivision.

NOTE: Said instrument contains no provision for a forfeiture or for reversion of title in case of breach of condition.

(Affects Parcel 6).

64. Building lines shown on the plat of Woodfield Business Center Unit 7 recorded May 19, 1980 as Document 25460445 as follows:

30 feet back from the north and east lines of Lot 26.

(Affects Parcel 9).

65. Easement for the purpose of installing and maintaining all equipment necessary to serve the subdivision and other land with telephone, electric, gas, sewer and water service, said equipment to be underground or on the surface of the land, but not overhead; as created by grant to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, the Village of Schaumburg, and their respective successors and assigns, and as shown on the plat of Woodfield Business Center Unit 7 recorded May 19, 1980, as Document 25460445.

(Affects the north and east 15 feet of Lot 26; the west 5 feet of the east 20 feet of that part of said lot 26 lying south of a line 280 feet south of and parallel with the north line of said Lot 26; and the south 10 feet of said Lot 26 of Parcel 9).

66. An easement as reserved for and granted to the Illinois Bell Telephone Company, the Commonwealth Edison Company, Northern Illinois Gas Company, and the Village of Schaumburg, Cook County, Illinois, and their respective successors and assigns within the strips of ground, as shown by dashed lines on the plat and the widths of which are shown on the plat of subdivision recorded November 9, 1979 as Document 25234483 and as amended by instrument recorded March 14,

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1980 as Document 25391836 and also as shown on plat of vacation and plat of easement recorded April 9, 1980 as Document 25419009 and the widths of which are shown on the plat and marked "easement," to install, lay, construct, renew, operate, and maintain underground conduits and cables, sewers and water mains, with all necessary manholes, water valves, and other equipment for the purpose of serving the subdivision and other property with telephone, electric, sewer, gas and water service; the right to enter upon the lots as all times to install, lay, construct, renew, operate, and maintain within said easement area said conduits, cables, manholes, water valves, and other equipment; and finally the right is hereby granted to cut down and remove or trim and keep trimmed any trees, shrubs, or saplings that interfere or threaten to interfere with any of the said public utilities equipment. All installation shall be underground or on the surface, but not overhead, except that by amendment recorded as Document 25391836 overhead installations of the Commonwealth Edison Company, its successors and assigns, shall be permitted in the 30 foot wide easement running along the north line of the westerly line of Lot 1 and the 15 foot wide easement running along the west line of lots 2, 3, 4, and 6. It is further understood the above easements shall be non-exclusive.

(Affects 15 feet over the south, east and west lines and the west 10 feet of the east 555 feet of the underlying land of Parcels 10 and 11).

67. 20 foot easement for public utilities along the northwesterly line of the land as contained in Document Number 87475525 and as shown on survey made by Haeger and Associates, Inc., dated September 7, 1989 order number 89-231.

(Affects Parcel 1).

68. Terms, provisions and conditions contained in the Agreement for Temporary Easement and for Permanent Easement dated July 29, 1981 and recorded August 14, 1981 as Document 25969443 made by National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated November 15, 1978 and known as Trust Number 5850 and Foodmaker, Inc. relating to among other things a permanent easement for parking purposes in favor of Lot 41 in Woodfield Business Center Unit 17 over that part of the land described as follows:

That part of Lot 6 in Woodfield Business Center, being, a subdivision in the south west 1/4 of section 11, Township 41 North, Range 10, East of the Third Principal Meridian recorded November 9, 1979 as Document Number 2623483, and as corrected by Certificate of Correction recorded May 14, 1980 as Document Number 25391836, described as follows:

Exhibit "B"
(Page 2 of 21)

90001922

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9 0 0 0 1 9 Woodfield

Commencing at the north west corner of Lot 41 in Woodfield Business Center Unit 13, being a resubdivision of part of said Lot 6 in Woodfield Business Center, said point being also on the west line of said Lot 6; then north 00 degrees, 03 minutes, 27 seconds east along the west line of said Lot 6 a distance of 32.03 feet to the point of beginning; thence continuing north 00 degrees, 03 minutes, 27 seconds east along said west line of Lot 6 a distance of 71.97 feet; thence south 89 degrees, 58 minutes, 33 seconds east 191.00 feet; thence south 00 degrees, 03 minutes, 27 seconds west 63.23 feet; thence south 87 degrees, 26 minutes, 14 seconds west 191.20 feet, to the place of beginning, in Cook County, Illinois.

Note: The permanent easement shall be granted in a written instrument executed and acknowledged by all of the then record owners of the permanent easement premises and the benefitted premises, which instrument shall be recorded with the Cook County record of deeds.

(Affects Parcel 8).

69. Encroachment of sign onto the 20 foot easement for public utilities (appears completely in easement area) as created by Document 26501313 as shown on survey made by Haeger and Associates, Inc. dated August 29, 1989, revised September 25, 1989 order number 89-232.

(Affects Lot 106 of Parcel 3).

70. Encroachment of concrete transformer pad located on the land onto property south and adjoining by approximately 0.47 feet varying to 0.64 feet as disclosed by survey made by Haeger and Associates, Inc. Dated August 24, 1989, revised September 25, 1989, order number 89-026.

(Affects Lot 2 of Parcel 6).

71. Encroachment of R.R. tie planter located mainly on the land southeasterly and adjoining (appears to be Commerce Dr.) onto land by an undisclosed amount as shown on survey made by Haeger and Associates, dated September 7, 1989, revised September 25, 1989, order number 89-234.

(Affects Lot 74 (except) of Parcel 5).

72. Apparent easement for 5 storm lines over Parcel 1 as shown by plat of survey by Haeger and Associates, Inc. revised December 28, 1989 order number 89-231.

Exhibit "B"
(Page 21 of 21)

90001922

EXHIBIT "C"

Pool 2

LOAN AGREEMENT

the 29th day of September

This LOAN AGREEMENT, (hereinafter referred to as "Loan Agreement") is entered into effective ~~this day of December, 1989~~ by ADLARB REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership (hereinafter referred to as "Borrower"), and GWL PROPERTIES, INC., a Colorado corporation.

W I T N E S S E T H :

Article 1
DEFINITIONS

1.1 Definitions: As used herein, the following terms shall have the following meanings:

(a) Affiliate: Any corporation, partnership, association or other entity controlled by, controlling, or under common control with the applicable party. "Control" as used in this definition of Affiliate shall require the ownership of at least fifty percent (50%) of the beneficial ownership interests of the controlled entity.

(b) Borrower: Adlarb Real Estate Investment Partnership, a Minnesota general partnership whose address for notice is set forth in Paragraph 6.6 hereof.

(c) Buildings: As to each Site (as defined in Paragraph 1.1(ee) hereof) any and all buildings, covered garages, utility sheds, workrooms, air conditioning towers, open parking areas and other improvements, and Borrower's interest in any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon such Site or any part thereof, and all warranties, claims and causes of action inuring to the benefit of Borrower with respect thereto.

(d) Cash Collateral: The sum of (i) \$7,634,000 which shall be deposited with Escrow Agent by Lender, and (ii) any cash Release Prices deposited in connection with the Woodfield Business Park Mortgaged Property described in Exhibit "A-11" hereto, as and when paid by Borrower. Accrued interest on such sums is not included within the definition of Cash Collateral. The Cash Collateral shall be pledged as security for the Master Note and the Individual Note relating to the Woodfield Business Park Mortgaged Property.

(e) Cash Collateral Account: The account into which Escrow Agent shall receive and retain the Cash Collateral.

(f) Contract of Sale: The Purchase and Sale Agreement and Escrow Instructions dated September 1, 1989, as amended, between GWL Properties, Inc., as Seller, and Adlarb Real Estate Investment Partnership, as Purchaser.

(g) Deed of Trust: The deed of trust or mortgage executed by Borrower on each Mortgaged Property; the deeds of trust or mortgages on all Mortgaged Properties herein collectively referred to as "Deeds of Trust".

(h) Escrow Agent: Norwest Bank of Minnesota, N.A., or its successors and assigns pursuant to the Escrow Agreement.

90001922

(i) Escrow Agreement: The Escrow Agreement by and among Lender, Borrower and Escrow Agent concerning the Cash Collateral and the Substitute Cash Collateral.

(j) Event of Default: Any happening or occurrence described in Article 4 hereinbelow.

(k) Fixtures: As to each Site, Borrower's interest in all materials, supplies, equipment, apparatus and other items now or hereafter attached to, installed in or used in connection with (temporarily or permanently) any of the Buildings or such Site, including but not limited to any and all partitions, dynamos, window screens and shades, drapes, rugs and other floor coverings, awnings, motors, engines, boilers, furnaces, pipes, plumbing, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, swimming pools, heating, ventilating, plumbing, laundry, incinerating, air conditioning and air cooling equipment and systems, gas and electric machinery, appurtenances and equipment, disposals, dishwashers, refrigerators, ranges and ovens, recreational equipment and facilities of all kinds, and all warranties, claims and causes of action inuring to the benefit of Borrower with respect thereto.

(l) Governmental Authority: Any and all courts, boards, agencies, commissions, offices or authorities of any nature whatsoever for any governmental unit (federal, state, county, district, municipality, city or otherwise) whether now or hereafter in existence.

(m) Great-West: The Great-West Life Assurance Company, a Canadian insurance company, whose address for notice hereunder is set forth in Paragraph 6.6 hereof.

(n) Impositions: As to each Mortgaged Property, all real estate and personal property taxes, taxes on Rents and other charges and assessments on the Mortgaged Property, the use or occupancy thereof or Rents therefrom, or for any easement, license or agreement maintained for the benefit of the Mortgaged Property and all other taxes, charges and assessments and any interest, costs or penalties with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, of any kind and nature whatsoever, which if not paid may entitle the taxing, charging or assessing party the right to impose a lien upon the Mortgaged Property.

(o) Impound Sums: The amounts to be paid by Borrower to Lender pursuant to the Deeds of Trust toward the creation of a fund for the payment of Impositions and insurance premiums for each Mortgaged Property.

(p) Improved Properties: Improved Properties shall mean (i) all of the "Pool 1 Properties" conveyed by Lender to Rock Properties by deeds effective December 12, 1989 described on Exhibits "A-1" through "A-5" attached to the Collateral Improvement Agreement, and (ii) the "Pool 2 Properties" conveyed by Lender to Borrower and described in Exhibits "A-6" through "A-15" of the Collateral Improvement Agreement (but excluding the Woodfield Business Park Mortgaged Property). Substitute Cash Collateral is excluded from the defined term "Improved Property".

(q) Improvement Credits: Improvement Credits shall have the meaning set forth in the Collateral Improvement Agreement. Borrower and Lender have entered into a Collateral Improvement Agreement of even date herewith which more particularly sets forth the requirements and conditions pursuant to which Borrower

may earn Improvement Credits, which agreement shall take precedence over this Loan Agreement and control with respect to such Improvement Credits.

(r) Indebtedness: All principal, interest and other amounts, payments, premiums and penalties now or hereafter due under the Note or advanced by Lender pursuant to the Security Documents (as defined in Paragraph 1.1(cc) hereinbelow).

(s) Leases: As to each Mortgaged Property, Borrower's interest in any and all leases, subleases, licenses, concessions or other agreements (written or verbal, now or hereafter in effect) which grant a possessory interest in and to, or the right to use, all or any part of the Mortgaged Property, and all other agreements, which in any way relate to the use, occupancy or enjoyment of the Mortgaged Property, or any portion thereof, and all claims and causes of action inuring to the benefit of Borrower with respect thereto, save and except any and all leases, subleases or other agreements pursuant to which Borrower is granted title to, ownership of or a possessory interest in the Mortgaged Property, together with any amendments, extensions, renewals and replacements of any of the foregoing.

(t) Legal Requirements: As to each Mortgaged Property, (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any Governmental Authority in any way applicable to Borrower or such Mortgaged Property, including without implied limitation, those applicable to (x) the ownership, use, occupancy, possession, operation, maintenance, alteration, repair or reconstruction of such Mortgaged Property, (y) the accessibility of such Mortgaged Property to handicapped persons (including without implied limitation, for those Sites situated in Texas, Article 6.01b. State Purchasing and General Services Act, Article 7. Architectural Barriers, Vernon's Annotated Revised Civil Statutes of the State of Texas), and (z) the effect of the Mortgaged Property or its operation on the environment, including without implied limitation, the rules and regulations of the federal government's Environmental Protection Agency, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act of 1976, the statutes, rules and regulations of the State where the Site is located, and as to the Sites situated in Texas, the Texas Water Code and the Texas Solid Waste Disposal Act (herein called the "Environmental Requirements"), and (ii) Borrower's presently or subsequently effective organizational documents, as amended from time to time, whether they be Bylaws and Articles of Incorporation, or agreement of Partnership, Limited Partnership, Joint Venture, Trust or other form of business association.

(u) Lender: GWL Properties, Inc., a Colorado corporation, whose address for notice hereunder is set forth in Paragraph 6.6 hereof, and the subsequent holder or holders, from time to time, of the Note (as defined in Paragraph 1.1(w) hereinbelow).

(v) Mortgaged Property: As to each Site, the Site, Buildings, Fixtures, Personalty (as defined in Paragraph 1.1(z) hereinbelow), Service Contracts, Leases, Rents, and Impound Sums relating to such Site, together, with:

(i) all right, title and interest of Borrower in and to any rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances and appurtenances in anywise appertaining thereto, including but not limited to all water and riparian rights, and all right, title and interest of Borrower in and to any streets, ways, alleys, strips or gores of land adjoining the Site or any part thereof; and

(ii) all right, title and interest of Borrower in and to any betterments, additions, appurtenances, substitutions, replacements and revisions thereof and thereto and all reversions and remainders therein; and

(iii) all of Borrower's right, title and interest in and to any award, awards, remuneration, settlements or compensation heretofore made or hereafter to be made by any Governmental Authority to the present or any subsequent owner of the Site, Buildings, Fixtures or Personalty, including those for any vacation of, or change of grade in, any streets affecting the Site or the Buildings; and

(iv) any and all proceeds from the Site, Buildings, Fixtures, Personalty, Service Contracts and other property described in this Paragraph 1.1(v).

As used in this Loan Agreement, the term "Mortgaged Property" shall be expressly defined as meaning all, or where the context permits or requires any portion, of the property described in this Paragraph 1.1(v), and all or, where the context permits or requires any, interest therein and all proceeds therefrom. The term "Mortgaged Properties" shall mean each and every Mortgaged Property.

Each of the Mortgaged Properties are sometimes herein referred to by the name of the building and/or address thereof. The name of the Mortgaged Property associated with each Site described in the exhibits hereto shall be as follows:

<u>Exhibit</u>	<u>Name</u>
"A-1"	Kirkwood Atrium
"A-2"	Falling Creek
"A-3"	Bissonnet
"A-4"	Executive Office Plaza
"A-5"	Vista Ridge I
"A-6"	Vista Ridge II
"A-7"	North Point
"A-8"	Forest Green
"A-9"	O. B. English
"A-10"	605 Parfet
"A-11"	Woodfield Business Park

(w) Note and Individual Notes: The Master Promissory Note executed of even date herewith by Borrower payable to the order of Lender in the amount of FORTY-SEVEN MILLION NINE HUNDRED FIFTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$47,958,000.00), with final maturity on September 30, 1994 (provided that under certain conditions Borrower may extend the final maturity for two years pursuant to the terms of the Note), issued pursuant to this Loan Agreement, and any and all renewals, rearrangements, modifications, reamortizations, enlargements or extensions of such promissory note or of any promissory note given therefor is herein called the "Note". The Note includes within its principal balance the aggregate principal balances of eleven (11) individual promissory notes (referred to herein individually as an "Individual Note" and collectively as the "Individual Notes") as more particularly described in Paragraph 2.4 hereinbelow.

(x) Obligations: Any and all of the covenants, warranties, representations and other obligations (other than to repay the Indebtedness) now or hereafter made or undertaken by Borrower, or others to Lender or others as set forth in the Security Documents, or in any lease, sublease or other agreement pursuant

to which Borrower is granted a possessory interest in any Mortgaged Property.

(y) Permitted Encumbrances: As to each Mortgaged Property, the outstanding liens, easements, building lines, restrictions, security interests and other matters (if any) as reflected on Exhibit "B" attached to the Deed of Trust encumbering the Mortgaged Property, the liens and security interests created by the Security Documents, and any liens and security interests held by a Permitted Junior Lender and permitted pursuant to Paragraph 2.3 hereof.

(z) Personalty: As to each Mortgaged Property, all of the right, title and interest of Borrower in and to all: (i) furniture, furnishings, equipment, machinery, appliances and goods now or hereafter located upon or within the Site or the Buildings, excluding, however, any such items or property located in the management office, if any, of Borrower, QP One Corporation, or Opus Corporation, or any of their Affiliates located in the Buildings or related to the operation of such management office; (ii) general intangibles, accounts, contract rights, inventory and all warranties, claims and causes of action inuring to the benefit of Borrower with respect thereto, proceeds (including without implied limitation, all insurance awards, and all proceeds therefrom and settlements) arising out of, resulting from or appurtenant to Borrower's ownership of the Site, Buildings, Fixtures, Leases, Service Contracts or the items described in clause (i) above; (iii) all other personal property (other than the Fixtures) of any kind or character as defined in and subject to the provisions of the Texas Business and Commerce Code (Article 9--Secured Transactions), and, for those Mortgaged Properties located in states other than Texas, to the extent there relevant, the Uniform Commercial Code there in effect, now or hereafter located upon, within or about the Site or the Buildings; and (iv) accessories, replacements and substitutions to or for items described in clauses (i), (ii) and (iii) above and the proceeds thereof and therefrom. Notwithstanding the foregoing, Personalty shall include general intangibles, or contract rights owned by Borrower and located upon the Site and/or Buildings only if such are used in connection with, or related to, the Mortgaged Property. Notwithstanding the foregoing, Personalty shall not include the name or logo of Borrower or Borrower's Affiliates.

(aa) Release Price: As to each Mortgaged Property, the amount set forth and determined in Article 3 hereof.

(bb) Rents: As to each Mortgaged Property, all of the rents, security deposits, revenues, income, proceeds, profits and other benefits paid or payable by parties to the Leases other than Borrower for using, leasing, licensing, possessing, operating from, residing in, selling or otherwise enjoying the Mortgaged Property or any portion thereof, and all claims and causes of action inuring to the benefit of Borrower with respect thereto.

(cc) Security Documents: The Note, the Individual Notes, this Loan Agreement, the Escrow Agreement, the Deeds of Trust, the Absolute Assignments of Rents with License Back (or other form of Assignments of Rents), all Financing Statements and any and all other documents now or hereafter executed by Borrower or any other person or party to evidence or secure the payment of the Indebtedness or the performance and discharge of the Obligations, but, effective with the date of delivery of the written notice described in Paragraph 5.1(a)(y) hereinbelow, excluding any "Separate Security Documents" as defined in Paragraph 5.1(b) hereinbelow.

(dd) Service Contracts: As to each Mortgaged Property, Borrower's right, title and interest in and to any and all utility contracts, maintenance agreements, service contracts, insurance policies, fidelity bonds, indemnity bonds, construction contracts, engineers, designers and architects contracts, bonds (performance, payment or otherwise), escrows (for lien claimants, tenant finish or otherwise) and all other agreements executed at any time which in any way relate to the use, operation, maintenance, enjoyment or ownership of the Site, Building, Fixtures, Personalty or other portions of the Mortgaged Property, and all warranties, claims and causes of action inuring to the benefit of Borrower with respect thereto, save and except the Leases and any and all agreements pursuant to which Borrower is granted title to, ownership of or a possessory interest in the Mortgaged Property (or any portion thereof). Notwithstanding the foregoing Service Contracts shall not include any service contracts in which the provider of services is Borrower, QP One Corporation, a Minnesota corporation, Opus Corporation, a Minnesota corporation, or any of their Affiliates.

(ee) Site: Each parcel of real estate or interest therein described in Exhibits "A-1" through "A-11" attached hereto, as same may be amended or changed from time to time by the addition of Substitute Collateral, and all Buildings and Fixtures and all rights, titles, interests, warranties, claims, and causes of action inuring to the benefit of Borrower appurtenant thereto and arising therefrom; all of such referred to collectively herein as "Sites". Effective with the date of delivery of the written notice described in Paragraph 5.1(a)(y) hereinbelow, the term "Sites" shall exclude the site(s) defined in any "Separate Security Documents" as defined in Paragraph 5.1(b) hereinbelow.

(ff) Substitute Cash Collateral: The amount described in Paragraph 2.1(b) hereof and cash amounts paid by Borrower to Escrow Agent as Release Prices for one or more of the Mortgaged Properties pursuant to Article 3 hereof.

(gg) Substitute Cash Collateral Account: The account into which Escrow Agent shall receive and retain the Substitute Cash Collateral.

(hh) Substitute Collateral: Additional parcels of real property which may serve as substitute or additional collateral for the Note in accordance with the provisions of Article 3.

(ii) Trustee: The trustee under the Deed of Trust on a Mortgaged Property.

Article 2
LOAN

2.1 Agreement to Make Loan: Lender agrees, upon the terms and conditions set forth in the Security Documents, to make a loan to Borrower in the principal amount of \$47,958,000.00, which shall be evidenced by the Note. The principal amount of the loan is equal to the sum of (a) the financed portion of the purchase price of the Mortgaged Properties (b) \$2,600,000.00 of the Substitute Cash Collateral which has been deposited by Lender with Escrow Agent, and (c) \$2,634,000 of the Cash Collateral which has been deposited by Lender with Escrow Agent and is included in the balance of the Woodfield Business Park Individual Note.

2.2 Payment and Performance: Borrower unconditionally covenants and agrees to pay the Indebtedness as and when called for in the Security Documents and on or before the due dates thereof, and will perform all of the Obligations, in full, on or before the dates same are to be performed.

2.3 Junior Liens: Borrower shall have a limited right to grant liens on the Mortgaged Properties (excluding Impound Sums, Cash Collateral, Substitute Cash Collateral or any other cash collateral) which shall be expressly subordinate to the Security Documents, to secure financing from certain lenders ("Permitted Junior Lenders"), subject to the terms, conditions and limitations more particularly set forth in the Deeds of Trust.

2.4 Relationship of Note to Individual Notes: So long as the principal balance of the Individual Note(s) in question remain included within the principal of the Note, any conflicts between the Note and the Individual Notes shall be resolved in favor of the Note. The principal balances of the Individual Notes have been allocated by agreement of the parties to the various Mortgaged Properties to facilitate exercise of certain remedies by Lender with respect to the Mortgaged Property securing each Individual Note. Although, at the date of execution hereof, the Note includes within its unpaid balance the aggregate unpaid balances of all Individual Notes, the unpaid balance of the Note is not limited to the aggregate unpaid balances of the Individual Notes and the outstanding principal balance of the Note may include sums owed by Borrower to Lender not evidenced by an Individual Note (any such sums not evidenced by an Individual Note are herein called "Other Indebtedness"). The principal amount of the Note at the date of execution hereof is \$47,958,000.00, whereas the aggregate unpaid balances of the Individual Notes as of the date of execution hereof is \$45,358,000.00. The balances owing on the Individual Notes may increase or decrease pursuant to the provisions of this Loan Agreement (for example, as described in Article 3 below) without the necessity of a corresponding increase or decrease in the Note. The initial principal balance of each of the Individual Notes and the Mortgaged Property attributable thereto are as follows:

<u>Individual Note</u>	<u>Mortgaged Property</u>
\$ 7,500,000	Kirkwood Atrium
500,000	Falling Creek
1,800,000	Bissonnet
600,000	Executive Office Plaza
1,500,000	Vista Ridge I
1,000,000	Vista Ridge II
10,728,000	North Point
3,000,000	Forest Green
500,000	O. B. English
2,465,000	605 Parfet
15,765,000	Woodfield Business Park

It is stipulated and agreed that Borrower shall pay regular installments of principal and/or interest as required in the Note. Prior to delivery of the written notice acknowledging an Event of Default and consenting to acceleration of one or more Individual Notes in compliance with Paragraph 5.1(a) hereof, Borrower shall have no right to make separate payments of principal and/or interest under one or more of the Individual Notes, it being understood that payments made under the Note shall be immediately credited proportionally to payments due under the Individual Notes and the Other Indebtedness, based on the proportion which the outstanding principal balance of each Individual Note and the Other Indebtedness bears to the outstanding principal balance of the Note. Notwithstanding the foregoing sentence, after delivery of the notice designating the defaulted Individual Note(s) pursuant to Paragraph 5.1(a)(y), any partial payment under the Note giving rise to the Event of Default shall be immediately credited proportionately to payments due under the Individual Note(s) not so designated and on the

Other Indebtedness, based on the proportion which the outstanding principal balance of each such Individual Note and the Other Indebtedness bears to the outstanding principal balance of the Note (after credit of the designated Individual Note(s) thereto pursuant to the next sentence and Paragraph 5.1(b)(ii) hereof). After delivery of the notice pursuant to Paragraph 5.1(a)(y) hereof, the principal amount of the Individual Note(s) so designated and the accrued unpaid interest thereon shall be applied as a credit against the corresponding amount of outstanding principal and accrued unpaid interest of the Note, effective as of the date the written notice is deemed effective pursuant to Paragraph 6.6 hereof. Thereafter, Borrower may pay amounts due (i.e., the entire accelerated principal balance and accrued interest and any other Indebtedness defined in the Separate Security Documents) under the designated defaulted Individual Note separately.

2.5 Wrap of Prior Mortgages: Borrower and Lender agree that the Note, and certain of the Individual Notes, include within their respective outstanding balances the indebtedness evidenced by certain prior promissory notes ("Prior Notes") secured by deeds of trust or mortgages on certain of the Mortgaged Properties (the "Prior Mortgages"). Borrower and Lender have made certain agreements with respect to the Prior Notes and Prior Mortgages as set forth in the Note, the affected Individual Notes, and the Deeds of Trust securing the affected Individual Notes.

Article 3

SUBSTITUTION AND RELEASE

3.1. Substitution of Collateral It is agreed that at any and all times during the term of the Note, as such term may be extended, Adlarb Real Estate Investment Partnership and its Affiliates shall have the right, subject to the terms and conditions set forth in this Paragraph 3.1, to substitute or cause the substitutions of additional parcels of real property ("Substitute Collateral") to serve as collateral for the Note, and to have the liens of the Security Documents on one or more Mortgaged Properties (except for Woodfield Business Park) released as a result of such substitution.

(a) General Limitations and Qualifications:

(i) The right to substitute collateral and obtain releases as a result thereof shall apply to the Mortgaged Properties (except for Woodfield Business Park) and the Individual Notes and Indebtedness attributable thereto.

(ii) At the time of any deliveries under Paragraph 3.1(b) hereof and at all times thereafter up to and including the proposed effective date of the substitution, there shall exist no uncured Event of Default under paragraph 6(a) of the Note.

(iii) The right to substitute collateral pursuant to this Article 3 is a personal right of Adlarb Real Estate Investment Partnership and its Affiliates and shall in no event accrue to the benefit of any other person or entity, including without limitation, (x) any transferee (other than an Affiliate of Adlarb Real Estate Investment Partnership) who has acquired title to any of the Mortgaged Properties as a result of a permitted transfer under the Deeds of Trust, or (y) any Permitted Junior Lender (as defined in Paragraph 2.3 hereof).

(iv) Any Substitute Collateral must be developed with either (a) an office building, (b) retail shopping center(s), or (c) industrial warehouse/office building(s). The Substitute

Collateral must be located in States within the continental United States in which Great-West is then currently making loans secured by collateral located in such states.

(v) A loan secured by the type of real estate offered as Substitute Collateral must be a permitted investment of Great-West pursuant to applicable laws, rules and regulations.

(vi) The Substitute Collateral must meet (a) then current standard underwriting policies, requirements, and criteria of Great-West for the type of loan and type of collateral proposed as Substitute Collateral and (b) the legal and regulatory criteria and documentation required by Great-West and any applicable regulatory agency/body having jurisdiction thereover for a loan secured by similar types of property.

(vii) The Substitute Collateral shall include not only the real property and buildings, but also all other property, personal or real, included within the definition of "Mortgaged Property" relating to the substituted parcel of real property, and improvements thereon.

(viii) Substitute Collateral may be pledged by Adlarb Real Estate Investment Partnership, QP One Corporation, Opus Corporation, or any of their Affiliates as an accommodation debtor, provided, that (x) Adlarb Real Estate Investment Partnership shall (subject to limitations on recourse contained in Paragraph 6.15 hereof) remain the primary obligor of the debt secured by the Substitute Collateral, and (y) if requested by Lender, Borrower shall deliver an opinion of counsel opining that the pledge by such accommodation debtor is valid and enforceable against such accommodation debtor and such other instruments deemed necessary by Lender or its counsel.

(ix) Lender shall act in good faith and shall not unreasonably delay its response to any proposed substitution of collateral. Any objections to or disapprovals of a proposed substitution of collateral must be set forth with particularity in writing.

(b) Application for Substitution of Collateral: At least sixty (60) days prior to the desired date for substitution of collateral, Borrower shall deliver to Lender the following:

(i) An appraisal of the Substitute Collateral by a qualified MAI appraiser reasonably acceptable to Lender, in form, scope and substance reasonably acceptable to Lender, all in accordance with the then standard underwriting requirements and legal criteria of Great-West, and any applicable regulatory agency/body having jurisdiction thereover;

(ii) A completed loan application on a form then currently used by Great-West, signed by Borrower;

(iii) A then current commitment for a mortgagee policy of title insurance issued by an insurer acceptable, and through a title company acceptable, to Lender, showing the amount of at least the then current Release Price(s) of the Mortgaged Property(ies) plus any Substitute Cash Collateral to be released, as the policy amount and describing the Substitute Collateral, together with complete legible copies of all documents referred to therein as conditions or exceptions to title to the Substitute Collateral;

(iv) Operating Statements setting forth income and operating expenses for the Substitute Collateral for the preceding three (3) years, if available; and

(v) Three (3) copies of a survey of the Substitute Collateral and all improvements thereon dated no more than thirty (30) days prior to the date of delivery, prepared by a registered public surveyor acceptable to Lender. The surveyor must certify that there are no discrepancies, conflicts or shortages in area or boundary lines, and that all improvements are located entirely within the boundary lines of the land and no encroachments, protrusions, or any overlapping of improvements exist. The survey must show and identify the improvements, including parking spaces, sidewalks, curbs and access, located on the Substitute Collateral and describe the property lines sufficiently to enable the said lines to be followed from the legal description of the Substitute Collateral. Any easements or rights-of-way which burden or affect the Substitute Collateral shall be shown upon such survey. Such survey must comply with any other of Lender's then current standard underwriting requirements and legal criteria.

(vi) A "Phase I" Type of environmental report in form, content and substance satisfactory to Lender, prepared by a fully licensed environmental engineer acceptable to Lender.

(c) Documentation: Prior to the date of substitution of the Substitute Collateral Lender must have received and/or approved or accepted all items required to be received and/or approved in accordance with their current underwriting guidelines and legal criteria of Great-West, including but not limited to all of the following (it being acknowledged by Borrower that the following is not an exhaustive list of criteria considered by Great-West and that underwriting guidelines and legal criteria will change from time to time based on prudent underwriting and legal practices):

(i) If the Substitute Collateral is being acquired by Borrower, a true and complete copy of the purchase agreement showing all terms and conditions of Borrower's acquisition of the Substitute Collateral.

(ii) A certificate signed by Borrower listing (or certifying the absence of), as to its knowledge, any pending or threatened litigation or proceeding affecting the Substitute Collateral.

(iii) Complete copies of all leases (and guarantees thereof) affecting any portion of the Substitute Collateral or the personalty located thereon and a complete current rent roll in such detail as Lender shall require.

(iv) Estoppel certificates and subordination and attornment agreements from tenants leasing space in the Substitute Collateral as required by the then standard underwriting guidelines of Great-West.

(v) The final certificate(s) of occupancy reflecting that all requirements for lawful occupancy of the Substitute Collateral and improvements located thereon have been satisfied.

(vi) Satisfactory evidence that the Substitute Collateral is zoned to permit the present and intended uses without the necessity for variance or exception and complies with all zoning ordinances, and complies with all

subdivision and platting requirements, restrictive covenants, licensing requirements, building codes, flood, disaster and environmental protection laws and other Legal Requirements affecting the use or occupancy of the Substitute Collateral.

(vii) Satisfactory evidence (including, but not necessarily limited to, as-built plans and specifications, and a certificate by an architect or engineer acceptable to Lender) that the improvements are complete, that the structure of the improvements is sound, that all equipment located upon or used in connection with the Substitute Collateral is in proper working order, that the improvements have been constructed substantially in accordance with such plans and specifications and have been satisfactorily maintained, and that the improvements are directly connected to abutting public water, sewer, gas, electrical and telephone lines and pipes.

(viii) Evidence of the availability of all utilities to the Substitute Collateral, including specifically, but without limitation, gas, electricity, sewer, water and telephone services. Such evidence to be in the form of a currently dated letter, addressed to Lender, from each respective utility supplier stating the size or capacity of the service lines and the status of the account.

(ix) Evidence of insurance covering the Substitute Collateral, which meets the requirements described in the Deeds of Trust and any additional requirements of then standard underwriting guidelines of Great-West.

(x) Mortgagee Policy of Title Insurance in the form promulgated by the State Board of Insurance of the State in which the Substitute Collateral is located, the form and substance of which shall be subject to the reasonable approval of Lender's legal counsel, in the amount of the principal of the Individual Note(s) attributable to the Substitute Collateral, free of liens, encumbrances or other exceptions to title other than those which are approved and accepted in writing by Lender. The amount of the Mortgagee Policy of Title Insurance shall be increased, at Borrower's expense, by endorsement or otherwise to reflect any increases in the principal of such Individual Note pursuant to Paragraph 3.2(c) below.

(xi) Satisfactory evidence that the Substitute Collateral is free of all material violations of Legal Requirements.

(xii) Borrower shall have paid, or shall have made arrangements satisfactory to Lender for the payment of, all expenses, fees and charges of any nature which have been paid or incurred by Lender in connection with any matter referenced in this Article 3, and in particular the substitution, release, amendment or adjustment of collateral, security or documentation and Borrower shall have made arrangements satisfactory to Lender to assure that the Lender will not be required to pay or incur any further such expenses, fees or charges.

(xiii) Lender shall have received evidence that Borrower (and the owner of the Substitute Collateral, if same is owned by an Affiliate of Adlarb Real Estate Investment Partnership, or QP One Corporation or Opus Corporation or any of their Affiliates) is duly organized and validly existing, and resolutions or other evidence that Borrower

(and the owner of the Substitute Collateral, if same is owned by an Affiliate of Adlarb Real Estate Investment Partnership or QP One Corporation or Opus Corporation or any of their Affiliates) has done everything necessary to authorize the substitution of collateral.

(xiv) Lender shall have received evidence that Borrower (and the owner of the Substitute Collateral, if same is owned by an Affiliate of Adlarb Real Estate Investment Partnership, or QP One Corporation or Opus Corporation or any of their Affiliates) has qualified to do business in the state in which the Substitute Collateral is located.

(xv) All documents necessary to evidence the substitution of collateral, evidence the portion of the Indebtedness attributable to the Substitute Collateral, and create and perfect valid first liens and security interests against the Substitute Collateral, including, but not limited to, promissory note or amendments to or renewals of existing Individual Note(s) attributable to the Mortgaged Property(ies) released as a result of such substitution, deeds of trust, security agreements and financing statements encumbering the Substitute Collateral and/or amendments to the Security Documents, shall be fully executed and delivered by the proper parties, shall be satisfactory to Lender's legal counsel and shall contain such clauses deemed by Lender and Lender's legal counsel to be necessary or desirable to protect the interest of Lender. It is understood and acknowledged that the Security Documents contain certain limitations on warranties and representations of and indemnities by Borrower due to the fact that Lender previously owned the Mortgaged Properties described in Exhibits "A-1" through "A-11" hereto. In the deed of trust and security agreement encumbering the Substitute Collateral and/or amendment to the Security Documents, representations and warranties concerning the Substitute Collateral and appropriate indemnities of Lender by Borrower shall be incorporated to the extent necessary to comply with standard underwriting guidelines and legal criteria of Great-West for loan documents, including, but not limited to (i) representations and warranties relating to title to the Substitute Collateral, condition of the Substitute Collateral and compliance by the Substitute Collateral with Legal Requirements (including Environmental Laws), and (ii) indemnities in favor of Lender relating to a breach of the foregoing representations and warranties.

(xvi) If the Substitute Collateral is located in a State other than the State(s) where the Mortgaged Property(ies) being released are located, then the Security Documents will be amended, and replaced if necessary, in order to comply with such State's substantive and procedural requirements concerning creation and enforcement of liens; it being understood that the provisions contained in the Security Documents will be carried forward in any replacement documents, to the extent allowable by applicable law.

(d) Release Price of Substitute Collateral: The Release Price and initial principal balance of the Individual Note applicable to any Substitute Collateral shall be equal to the Release Price attributable to the Mortgaged Property(ies) (other than Substitute Cash Collateral) released in connection with the substitution of such Substitute Collateral, (i) less the amount of any Substitute Cash Collateral, if any, deposited by Borrower with the Escrow Agent in addition to substitution of the Substitute Collateral in order to obtain such release(s), and less any cash paid by Borrower to Lender as a reduction of the

principal of the Note, if any, in connection with such substitution, and (ii) plus any Substitute Cash Collateral, if any, released by Escrow Agent to Borrower as a result of such substitution of Substitute Collateral. The Release Price and principal balance of the Individual Note attributable to a parcel of Substitute Collateral may be subsequently increased in the event of subsequent use of initially unused "Substitution Credits" initially earned by such parcel of Substitute Collateral in the manner described in Paragraph 3.2(c) hereof.

3.2 Release of Mortgaged Properties (other than Woodfield Business Park). At any time that there is no uncured Event of Default under Paragraph 5(a) of the Note, Borrower shall be entitled to have promptly released from the liens and security interests of the Security Documents, all, but not less than all, of any Mortgaged Property, as follows:

(a) Borrower shall (i) satisfy the Release Price applicable to the specified Mortgaged Property (other than Woodfield Business Park) by payment of sufficient Substitute Cash Collateral pursuant to Paragraph 3.2(b) hereof and/or substitution of Substitute Collateral earning sufficient Substitution Credits pursuant to Paragraph 3.2(c) hereof, and/or application of Substitution Credits previously earned, and (ii) pay to Lender in cash all accrued interest and any other sums due and owing under the Security Documents to be released by the payment of such Release Price.

(b) Pending substitution of Substitute Collateral, Borrower may obtain a release from the Security Documents for any of the Mortgaged Properties (other than Woodfield Business Park) by paying in cash the current Release Price therefore to the Escrow Agent. Such cash amounts ("Substitute Cash Collateral") shall be held in the Substitute Cash Collateral Account and pledged as additional security for payment of the Note and the Individual Note(s) attributable to the Mortgaged Property(ies) which were so released. Substitute Cash Collateral may be released to Borrower as a result of substitution of Substitute Collateral. Borrower may elect at any time by written notice to Lender to apply the Substitute Cash Collateral held in the Substitute Cash Collateral Account to the Note and the Individual Note(s) attributable to the Mortgaged Property(ies) which were so released; but thereafter, Borrower shall have no right to substitute Substitute Collateral for the Substitute Cash Collateral so applied or the Mortgaged Property(ies) released.

(c) Each parcel of Substitute Collateral shall earn "Substitution Credits" in dollar denominations equal to seventy-five percent (75%) of the appraised value thereof. Once earned these Substitution Credits shall be "used" or "provided to" Lender on a dollar for dollar basis to "satisfy" the Release Price attributable to one or more Mortgaged Properties in connection with a release thereof, and/or to obtain the release of Substitute Cash Collateral previously deposited with the Escrow Agent. To the extent all of the Substitution Credits earned by substitution of a parcel of Substitute Collateral are not used to obtain the release of one or more Mortgaged Properties and/or Substitute Cash Collateral at the time the Substitute Collateral is substituted, the earned but unused portion of such Substitution Credits shall remain available for subsequent similar use and shall continue to be identified with the Substitute Collateral from whence derived. At such time, if any, as such unused Substitution Credits are subsequently used to satisfy all or a portion of any Release Price attributable to a Mortgaged Property and/or used to release Substitute Cash Collateral, an amount equal to the Substitution Credits so used shall be then added to the Release Price and principal balance of

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the Individual Note applicable to the Substitute Collateral from whence such Substitution Credits derived. In the event a Release Price and principal balance of an Individual Note is increased as a result of such subsequent use of Substitution Credits, amendments to the affected Individual Note and Security Documents shall be executed by Borrower and the Mortgagee Policy of Title Insurance covering the Substitute Collateral shall, at Borrower's expense, be endorsed or increased to reflect such increase in the Individual Note and certify that the Deed of Trust securing said Individual Note continues to constitute a first lien to the full extent of the increased Individual Note. Substitution Credits may only be used or paid for the purposes hereinabove stated and in no event may Substitution Credits ever be used or paid as payments of the Indebtedness nor shall Lender ever be obligated to pay Borrower any sums therefor. Borrower shall lose all right to use Substitution Credits attributable to a Substitute Property during any time when there is an uncured Event of Default under Paragraph 5(a) of the Note. After any foreclosure of such Substitute Collateral pursuant to the Deed of Trust relating to such Substitute Collateral, all unused Substitution Credits identified therewith shall be released and cancelled and shall no longer be available for use by Borrower.

(d) The initial Release Prices attributable to the Improved Properties are as follows:

<u>Mortgaged Property</u>	<u>Release Price</u>
Kirkwood Atrium	\$ 7,500,000
Falling Creek	\$ 500,000
Bissonnet	\$ 1,800,000
Executive Office Plaza	\$ 600,000
Vista Ridge I	\$ 1,500,000
Vista Ridge II	\$ 1,000,000
North Point	\$ 10,728,000
Forest Green	\$ 3,000,000
O. B. English	\$ 500,000
605 Parfet	\$ 2,465,000

3.3 Adjustment of Individual Notes. The principal balance of the Individual Notes attributable to the Substitute Collateral may be increased from time to time pursuant to the provisions of Paragraph 3.2(c) hereof.

3.4 Payment of Costs. It shall be a condition to any substitution or release of collateral and any application of Substitute Cash Collateral or Substitution Credits that Borrower pay for all expenses, fees and charges of any nature which have been reasonably paid or incurred by Lender in connection therewith.

3.5 Release of Woodfield Business Park: At any time that Borrower is not in default under Paragraph 5(a) of the Note, Borrower shall be entitled to partial releases of the Woodfield Business Park from the liens and security interests of the Security Documents as follows:

(a) Tracts to be released shall consist of a platted lot or lots, but not any partial lots.

(b) Borrower shall not replat or otherwise change lot lines or configurations without first obtaining the written consent of Lender thereto, which consent shall not be unreasonably withheld or delayed.

(c) Borrower shall do the following: (i) satisfy the Release Price equal to \$3.25 per square foot of area of the lot(s) released either by application of Improvement Credits in the manner described in Paragraph 3.2(d) hereof or payment of a cash amount equal to such Release Price ("Cash Collateral") to the Escrow Agent to be held pursuant to the terms of the Escrow Agreement (unless Borrower elects to pay down the Indebtedness in which case such amount shall be paid to Lender), and (ii) pay the accrued unpaid interest and any other Indebtedness accrued on such portion of the principal of the Note, represented by such Release Price, to Lender. Borrower shall pledge the Cash Collateral as security for the Master Note and Individual Note relating to the Woodfield Business Park Mortgaged Property.

(d) Borrower may, subject to the terms of the Collateral Improvement Agreement, use Improvement Credits earned at Improved Properties to obtain a release of a portion of the Woodfield Business Park from the Security Documents. In such event, Lender and Borrower shall amend the Release Price, the Individual Note and Security Documents encumbering the Improved Property at which Borrower earned the Improvement Credits as more particularly provided in the Collateral Improvement Agreement.

(e) The principal balance of the Individual Note attributable to the Woodfield Business Park shall only be reduced in either one (or a combination) of the following methods: (i) any cash payments from Borrower received by Lender as a reduction of a portion of the principal of the Note which is attributable to the Woodfield Business Park Individual Note, and/or (ii) increase in the principal balance of an Individual Note attributable to an Improved Property through use of Improvement Credits as described in the Collateral Improvement Agreement.

(f) The maximum aggregate Release Price for the entire Woodfield Business Park as of the effective date hereof is \$13,131,000.

Article 4
EVENTS OF DEFAULT

The term "Event of Default", as used in the Security Documents, shall mean the occurrence or happening, at any time and from time to time, of any one or more of the events described in Paragraphs 4.1, 4.2 or 4.3 below, as well as any Event of Default as defined in any other Security Document. Periods for notice and/or opportunity to cure any occurrence of failure, refusal, neglect to pay the Indebtedness or breach of an Obligation by Borrower prior to such occurrence becoming an "Event of Default," as prescribed in this Loan Agreement and in any other Security Document, shall run concurrently and not consecutively from the time of the notice.

4.1 Payment of Indebtedness: If Borrower shall fail, refuse or neglect to pay, in full, (a) any regularly scheduled installment of principal and/or interest under the Note, (b) the outstanding balance of the Note upon the maturity thereof, or (c) any other portion of the Indebtedness as and when the same shall become due and payable, whether at the due date thereof stipulated in the Security Documents, or otherwise. Lender agrees that the first four (4) times in any calendar year Borrower fails, refuses or neglects to pay, in full the sums described in clauses (a) and/or (c) of the preceding sentence, shall be an Event of Default only if and when such failure, refusal or neglect shall remain uncured for a period of five (5) days after the effective date (as set forth in Paragraph 6.6 hereof) of written notice thereof from Lender to Borrower. Any such occurrence of non-payment after the fourth occurrence in a calendar year shall immediately constitute an Event of Default.

4.2 Performance of Obligation: If Borrower shall fail, refuse or neglect to perform and discharge fully and timely any of the Obligations as and when called for and such failure, refusal or neglect shall remain uncured for a period of thirty (30) days after the effective date (as set forth in Paragraph 6.6 hereof) of written notice thereof from Lender (or the trustee named in the Deed of Trust) to Borrower; provided, however, that if such default requires work to be performed, acts to be done or conditions to be remedied which, by their nature, cannot be performed, done or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred if Borrower commences same within such thirty (30) day period and thereafter diligently and continuously prosecutes the same to completion within one hundred twenty (120) days after such notice.

4.3 Breach of Representation or Warranty: If any representation or warranty made by Borrower or others in, under or pursuant to the Security Documents shall be breached or is false or misleading in any material respect, unless such breach or misrepresentation is also made by Lender to Borrower under the Contract of Sale.

Article 5
REMEDIES

5.1 Notice, Cure and Acceleration:

(a) If an Event of Default occurs, then Lender shall give Borrower notice of Lender's intention to declare the then unpaid principal balance and accrued interest on the Note and any other accrued but unpaid portion of the Indebtedness to be immediately due and payable upon the expiration of forty-five (45) days following such notice, if, during such 45-day period Borrower does not (y) cure the Event of Default by delivering to Lender written notice designating the Individual Note(s) with respect to which such Event of Default applies in the manner hereinafter described, or (z) cure the Event of Default in any other manner permitted by the Security Documents. If Borrower elects to cure an Event of Default under this Paragraph 5.1 by delivering the written notice described in clause (y) above, such written notice shall designate Individual Note(s) on which the accrued, matured and unpaid interest or other accrued, matured and unpaid Indebtedness (after taking into account the crediting or recrediting of any partial payment to non-designated Individual Note(s) as set forth in Paragraph 2.4 above), equals or exceeds the defaulted interest or Indebtedness resulting in the Event of Default, and such written notice shall consent to the acceleration of the Individual Note(s) so designated. If Borrower elects to cure an Event of Default under Paragraphs 4.2 or 4.3 above (or any other Event of Default defined in the Security Documents which does not involve the payment of the Indebtedness) by delivering the written notice described in clause (y) above, such written notice shall designate the Individual Note(s) secured by the Mortgaged Property(ies) affected by such Event of Default, and such written notice shall consent to the acceleration of the Individual Note(s) so designated. If Borrower fails to do either (y) or (z) prior to the expiration of such 45-day period, then and only then, Lender, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which is expressly waived by Borrower) may declare the unpaid balance and accrued interest on the Note and any other accrued but unpaid portion of the Indebtedness to be immediately due and payable. In such event Borrower hereby expressly waives notice of such acceleration.

(b) Upon delivery of the written notice acknowledging the Event of Default and consenting to acceleration of one or more Individual Notes in compliance with Paragraph 5.1(a), the following events shall occur automatically, effective as of the effective date of such written notice pursuant to Paragraph 6.6 below:

(i) (a) If the Event of Default is under Paragraph 4.1 above, and (after taking into account the crediting or recrediting of the partial payment to non-designated Individual Note(s) as set forth in Paragraph 2.4 above), the accrued, matured, unpaid interest or Indebtedness on the Individual Note(s) designated in Borrower's written notice is equal to or greater than the accrued, matured, unpaid interest or Indebtedness in default on the Note; or (b) if the Event of Default is not under Paragraph 4.1 above, and the Individual Note(s) designated in Borrower's written notice are secured by Deed(s) of Trust on Mortgaged Property(ies) from which such Event of Default arises; then in either case, such Event of Default on the Note and Security Documents (with the exception of the Individual Note(s), Deed(s) of Trust, Assignment of Rents and other Security Documents relating to the specific Mortgaged Property(ies) from which such Event of Default arises, and, as to the Woodfield Business Park Mortgaged Property, the Cash Collateral Security Agreement (General Pledge), such documents herein called the "Separate Security Documents") shall be deemed cured upon delivery of Borrower's written notice in compliance with Paragraph 5.1(a);

(ii) The principal amount of the Individual Note(s) so designated and the accrued unpaid interest thereon shall be applied as a credit against the corresponding amount of outstanding principal and accrued unpaid interest of the Note, effective as of the date the written notice is deemed effective pursuant to Paragraph 6.6 below and thereafter each Individual Note designated and the Separate Security Documents relating thereto shall be the sole and exclusive evidence of the indebtedness allocated to the subject Mortgaged Property;

(iii) The Event of Default under the Note shall thereafter be deemed to be an uncured Event of Default under the designated Individual Note(s) and Separate Security Documents relating thereto and not under the Note and Security Documents;

(iv) The term "Indebtedness" as defined in the Security Documents shall not include the designated Individual Note(s) or any charges or indebtedness due in connection with the Mortgaged Property(ies) relating to such designated Individual Note(s); and

(v) Lender may immediately exercise any and all remedies under the Individual Note(s) designated in such written notice, and under the Separate Security Documents relating thereto, and Borrower hereby expressly waives grace, presentment, demand, notice of default, notice of intention to accelerate the indebtedness represented by such Individual Note(s) and notice of acceleration of such indebtedness.

(c) Acceleration: If and only if an Event of Default occurs and remains uncured at the expiration of the 45-day period described in Paragraph 5.1(a) above, Lender may declare the then unpaid principal balance and accrued unpaid interest on the Note and any other accrued and unpaid portion of the Indebtedness to

be immediately due and payable, without further notice, presentment, protest, demand or action of any nature whatsoever (each of which hereby is expressly waived by Borrower) whereupon the same shall become immediately due and payable.

5.2 Lender's Right to Perform the Obligations: Without notice, at any time in case of emergency, but otherwise if and only if an Event of Default occurs and remains uncured at the expiration of the 45-day period described in Paragraph 5.1(a) above (and without further notice to or demand upon Borrower and without waiving or releasing any other right, remedy or recourse, Lender may have because of same) Lender may (but shall not be obligated to) make such payment or perform such act for the account of and at the expense of Borrower, and shall have the right to enter the Sites and Buildings for such purpose and to take all such actions and expend such sums thereon with respect to the Mortgaged Properties as it may deem necessary or appropriate. Borrower shall pay or reimburse Lender and indemnify Lender against any and all such expenses and costs, including without implied limitation, the cost and expense of evaluating, monitoring, administering and protecting the Mortgaged Properties, and creating, perfecting and realizing upon Lender's security interests in and liens on the Mortgaged Properties, including without implied limitation, all appraisal fees, consulting fees, filing fees, taxes, brokerage fees and commissions, fees incident to security interest, lien and other title searches and reports, escrow fees, attorneys fees and expenses, court costs, auctioneer fees and other expenses incurred in connection with liquidation or sale of the Mortgaged Properties. If Lender shall elect to pay any Imposition or other sums due with reference to the Mortgaged Properties, Lender may do so in reliance on any bill, statement or assessment procured from the appropriate Governmental Authority or other issuer thereof without inquiring into the accuracy or validity thereof. Similarly, in making any payments to protect the security intended to be created by the Security Documents, Lender shall not be bound to inquire into the validity of any apparent or threatened adverse title, lien, encumbrance, claim or charge before making an advance for the purpose of preventing or removing the same. Borrower shall pay Lender for any expenses incurred by Lender, and shall indemnify Lender against all losses, expenses, damage, claims and causes of action, including reasonable attorney's fees, incurred or accruing by reason of any acts performed by Lender pursuant to the provisions of this Paragraph or by reason of any other provision in the Security Documents. All sums paid by Lender pursuant to this Paragraph, and all other sums expended by Lender to which it shall be entitled to be indemnified, shall bear interest at the lesser of (i) the rate of interest provided in the Note for past due installments of principal and/or interest, or (ii) the maximum nonusurious rate of interest from time to time permitted by applicable law, from the date of such payment or expenditure until repayment thereof. All of the aforementioned sums together with the interest thereon shall constitute additions to the Indebtedness, shall be secured by the Security Documents and shall be paid by Borrower to Lender upon demand.

5.3 Remedies Cumulative, Concurrent and Non-Exclusive: If and only if an Event of Default occurs and remains uncured at the expiration of the 45-day period described in Paragraph 5.1(a) above, Lender shall have all rights, remedies and recourses granted in the Security Documents and available at law or equity (including specifically those granted by the Uniform Commercial Code in effect and applicable to the Mortgaged Properties, or any portion thereof) and same (a) shall be cumulative and concurrent, (b) may be pursued separately, successively or concurrently against Borrower, or others obligated under all or any part of

the Indebtedness, or against the Mortgaged Properties, or against any one or more of them, at the sole discretion of Lender, (c) may be exercised as often as occasion therefor shall arise, it being agreed by Borrower that the exercise or failure to exercise any of same shall in no event be construed as a waiver or release thereof or of any other right, remedy or recourse and (d) are intended to be, and shall be, nonexclusive. The foregoing is subject to the provisions of Paragraph 6.15 below.

5.4 Release of and Resort to Collateral: Lender may release, regardless of consideration, any part of the Mortgaged Properties without, as to the remainder, in any way impairing, affecting, subordinating or releasing the lien or security interests created in or evidenced by the Security Documents or their stature as a lien and security interest in and to the Mortgaged Properties. For payment of the Indebtedness, Lender may resort to any other security therefor held by Lender or any Trustee in such order and manner as Lender may elect.

5.5 Waiver of Redemption, Notice and Marshalling of Assets: To the fullest extent permitted by law, Borrower hereby irrevocably and unconditionally waives and releases (a) all benefit that might accrue to Borrower by virtue of any present or future law exempting the Mortgaged Properties from attachment, levy or sale on execution or providing for any appraisalment, valuation, stay of execution, exemption from civil process, redemption or extension of time for payment, (b) all notices of any Event of Default (except as may be provided for in Paragraph 5.1(a) hereinabove) or of Lender's or any Trustee's election to exercise or actual exercise of any right, remedy or recourse provided for under the Security Documents and (c) any right to a marshalling of assets or a sale in inverse order of alienation.

5.6 Discontinuance of Proceedings: In case Lender shall have proceeded to invoke any right, remedy or recourse permitted under the Security Documents and shall thereafter elect to discontinue or abandon same for any reason, Lender shall have the unqualified right so to do and, in such an event, Borrower and Lender shall be restored to their former positions with respect to the Indebtedness, the Obligations, the Security Documents, the Mortgaged Properties and otherwise, and the rights, remedies, recourses and powers of Lender shall continue as if same had never been invoked.

5.7 Application of Proceeds: The proceeds of any sale of, and the Rents and other amounts generated by the holding, leasing, operation or other use of, a Mortgaged Property shall be applied by Lender (or the receiver, if one is appointed) as set forth in the Deed of Trust relating to such Mortgaged Property.

Article 6
MISCELLANEOUS

6.1 Performance at Borrower's Expense: The cost and expense of performing or complying with any and all of the Obligations shall be borne solely by Borrower, and no portion of such cost and expense shall be, in any way and to any extent, credited against any installment on or portion of the Indebtedness.

6.2 Survival of Obligations: Each and all of the Obligations shall survive the execution and delivery of the Security Documents, and the consummation of the loan called for herein, and shall continue in full force and effect until the Indebtedness shall have been paid in full.

6.3 Further Assurances: Borrower, upon the request of any Trustee or Lender, will execute, acknowledge, deliver and record and/or file such further instruments and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens and security interests thereof any property intended by the terms thereof to be covered thereby, including specifically but without limitation, any renewals, additions, substitutions, replacements, betterments or appurtenances to the then Mortgaged Properties.

6.4 Recording and Filing: Borrower will cause the Security Documents and all amendments and supplements thereto and substitutions therefor to be recorded, filed, re-recorded and refiled in such manner and in such places as Trustee or Lender shall reasonably request, and will pay all such recording, filing, re-recording and re-filing taxes, fees and other charges.

6.5 No Representation by Lender: By accepting or approving anything required to be observed, performed or fulfilled or to be given to Lender or any Trustee pursuant to the Security Documents, including (but not limited to) any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey, appraisal or insurance policy, neither Lender nor any Trustee shall be deemed to have warranted, consented to, or affirmed the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty, consent or affirmation with respect thereto by any Trustee or Lender.

6.6 Notices: All notices or other communications required or permitted to be given pursuant to this Loan Agreement shall be in writing and shall be considered as properly given if mailed by first class United States [or Canadian] mail, postage prepaid, registered or certified with return receipt requested, or by delivering same in person or by courier to the intended addressee. Notice so mailed shall be effective upon the expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be as follows:

Borrower

Adlarb Real Estate Investment
Partnership
c/o Mr. John T. Candell
Opus Center, Suite 500
9900 Bren Road East
Minnetonka, Minnesota 55343

with a copy to:

Kasmar Corporation
8502 East Via de Ventura
Suite 101
Scottsdale, Arizona 85258

and with a copy to:

Gallagher & Kennedy, P.A.
360 East Coronado Road
Phoenix, Arizona 85004
Attn: Mr. Gregory L. Mast

Lender

GWL Properties, Inc.
7400 E. Orchard Road
Suite 230
Englewood, Colorado 80111

with a copy to:

Baker, Brown, Sharman & Parker
Suite 3600, 1200 Smith
Houston, Texas 77002
Attn: Mr. David M. Robins

and with a copy to:

The Great-West Life Assurance
Company
100 Osborne Street North
Winnipeg, Manitoba R3C 3A5
CANADA
Attn: Mortgage Department

Provided, however that either party shall have the right to change its address for notice hereunder to any other location within the United States [or Canada] by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

6.7 No Waiver: Any failure by Lender or any Trustee to insist, or any election by Lender or any Trustee not to insist, upon strict performance by Borrower of any of the terms, provisions or conditions of the Security Documents shall not be deemed to be a waiver of same or of any other term, provision or condition thereof and Lender and any Trustee shall have the right at any time or times thereafter to insist upon strict performance by Borrower of any and all of such terms, provisions and conditions.

6.8 Successors and Assigns: All of the terms of the Security Documents shall apply to, be binding upon and inure to the benefit of the parties thereto, their successors, assigns, heirs and legal representatives, and all other persons claiming by, through or under them.

6.9 Severability: The Security Documents are intended to be performed in accordance with, and only to the extent permitted by, all applicable Legal Requirements. If any provision of any of the Security Documents or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable neither the remainder of the instrument in which such provision is contained nor the application of such provision to other persons or circumstances nor the other instruments referred to hereinabove shall be affected thereby, but rather shall be enforced to the greatest extent permitted by law. It is hereby expressly stipulated and agreed to be the intent of Borrower and Lender to at all times comply with the usury laws, and all other laws relating to the Security Documents. Reference is here made to the provisions of the Note regarding and limiting collection of interest and compliance with the applicable usury laws, which provisions shall control over any contrary or conflicting provisions in any other Security Document.

6.10 Entire Agreement and Modification: The Security Documents contain the entire agreements between the parties relating to the subject matter hereof and thereof and all prior agreements relative thereto which are not contained herein or therein are terminated. The Security 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.

6.11 Counterparts: This Loan Agreement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute but one instrument.

6.12 Applicable Law and Construction: The Security Documents shall be governed by and construed according to the laws of the State of Texas; except to the extent (a) of procedural and substantive matters relating only to the creation, perfection and foreclosure of liens and security interests and enforcement of rights and remedies against the Mortgaged Properties, which matters shall be governed by the laws of the state(s) where the Mortgaged Properties are located, and (b) that the laws of the United States of America and any rules, regulations or orders

issued or promulgated thereunder, to the extent applicable, shall apply. Borrower and Lender have each been represented by legal counsel licensed to practice law in the State of Texas. Both Borrower and Lender are knowledgeable and experienced with respect to transactions of the type evidenced by the Security Documents. It is the intent of Borrower and Lender that the Security Documents be construed fairly without bias for or prejudice against either party regardless of which party or which party's counsel may have originated any of such Security Documents.

6.13 No Partnership: Nothing contained in the Security Documents is intended to, or shall be construed as, creating to any extent and in any manner whatsoever any partnership, joint venture or association between Borrower and Lender, or in any way make Lender a co-principal with Borrower with reference to the Mortgaged Properties, and any inferences to the contrary are hereby expressly negated.

6.14 Headings: The insertion of Article, Paragraph and Subparagraph entitlements and the underlining of words or phrases herein are used for convenience of reference only and shall in no way alter, modify or define, or be used in construing, the text or meaning of such Articles, Paragraphs, Subparagraphs, words or phrases.

6.15 Recourse. The provisions of Paragraph 8 of the Note place certain limitations on the recourse which Lender may have against Borrower upon the occurrence of an Event of Default. These provide as follows:

(a) Borrower (but not Borrower's shareholders, directors, officers, partners, partners of such partners, employees or agents) shall have full personal liability to Lender for, and only for, (i) fraudulent acts of Borrower, (ii) all insurance proceeds and/or condemnation awards, or other proceeds with respect to the Mortgaged Properties or any portion thereof, which are received by Borrower and applied in contravention of the Security Documents, (iii) all tenant security deposits relating to the Mortgaged Properties or any portion thereof, (iv) all rents, issues and profits from the Mortgaged Properties or any portion thereof that have been paid (or, in the normal course of business would have been paid but for Borrower's discount or waiver thereof) from and after an Event of Default (or, if an event does not constitute an Event of Default until notice and opportunity to cure is given, the date of notice to Borrower of any such event) which Event of Default is not subsequently cured, to the extent such rents, issues and profits are not used to pay operating expenses, costs of maintenance and repair, leasing expenses or capital costs of the portion of the Mortgaged Properties from which such rents, issues and profits arose or sums due under the Note, and (v) real property taxes to the extent Borrower has collected all or any portion of same from tenants in the Mortgaged Properties (whether characterized as an expense, reimbursement, rent or otherwise) and not paid same to the applicable taxing authority. Borrower agrees that Lender shall not be required to institute any suit or to exhaust its remedies against the Mortgaged Properties or any portion thereof, Borrower or any other person or party in order to enforce payment of the amounts set forth in this Paragraph 6.15.

(b) Except as otherwise set forth in Paragraph 6.15(a) above, Lender's recourse against Borrower for the repayment of the principal and interest due under the Note and all other sums due under the Security Documents shall be limited to the security for the payment of the Note, same being the Mortgaged Properties described in the Security Documents, and Borrower shall not otherwise have any personal liability for the payment of any sums or the performance of any obligations under the Note or the Security Documents. It is expressly understood and agreed, however, that nothing contained in this Paragraph 6.15 shall in any manner or way (i) constitute or be deemed a release of the debt evidenced by the Note and by the Security Documents or otherwise affect or impair the enforceability of the liens, mortgages, assignments, rights, and security interests created by the Security Documents or (ii) prejudice the right of Lender as against Borrower or any other person or entity now or hereafter liable under any guaranty, bond, space lease, policy of insurance or other agreement which Borrower or such other person or entity may have given Lender for compliance with any of the terms, covenants or conditions of the Security Documents.

(c) Notwithstanding anything to the contrary herein or in the Security Documents, none of the shareholders, directors, officers, partners, partners of such partners, employees or agents of Borrower shall be personally liable for the payment of any sums or the performance of any obligations under the Note or the Security Documents.

6.16 Lender Estoppel. Lender shall, within fifteen (15) days of written request from time to time made by Borrower, execute any and all reasonable estoppel certificates or other reasonable certificates, certifying to the best of its knowledge as to the then existing status of the Note and Security Documents, and as to any Events of Default hereunder.

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EXECUTED effective as of the date hereinabove first set forth.

BORROWER:

ADLARB REAL ESTATE INVESTMENT PARTNERSHIP, a Minnesota general partnership

By: Arbeit & Co., a Minnesota general partnership, partner

By: *Gerald Rauenhorst*
Gerald Rauenhorst,
partner

LENDER:

GWL PROPERTIES, INC.

By: *George Woolley*
Name: GEORGE E. WOOLLEY
Title: VICE PRESIDENT, LEGAL

By: *James F. Uvan*
Name: JAMES F. UVAN
Title: VICE PRESIDENT, FINANCE

THE STATE OF Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28th day of December, 1989, by Gerald Rauenhorst, general partner on behalf of Arbeit & Co., a Minnesota general partnership, general partner on behalf of Adlarb Real Estate Investment Partnership, a Minnesota general partnership.

Sylvia K. Conner
Notary Public in and for the
State of Arizona

My Commission Expires:
February 17, 1991

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THE STATE OF Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28th day of December, 1989, by George R. Wadley, Vice President, Leach of GWL PROPERTIES, INC., a Colorado corporation, on behalf of said corporation.

Sylvia K. Conner
Notary Public in and for
The State of Arizona

My Commission Expires:

February 17, 1991

THE STATE OF Arizona §
COUNTY OF Maricopa §

This instrument was acknowledged before me on the 28th day of December, 1989, by James F. Lavan, Vice President, Leach of GWL PROPERTIES, INC., a Colorado corporation, on behalf of said corporation.

Sylvia K. Conner
Notary Public in and for
The State of Arizona

My Commission Expires:

February 17, 1991

AFTER RECORDING RETURN TO:

Mr. David M. Robins
Baker, Brown, Sharman & Parker
1200 Smith, Suite 3600
Houston, Texas 77002

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WP0987
12/27/89/sew

UNOFFICIAL COPY

EXHIBIT "A-1"

---LEGAL DESCRIPTION OF THE REAL PROPERTY

BEING a 2.5054 acre tract of land situated in the City of Houston, Harris County, Texas and out of the W. G. Perkinson Survey, Abstract Number 623, also being the same tract of land described in Substitute Trustee's Deed recorded in Harris County Clerk File Number 1527550, said 2.5054 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod set in the southerly right-of-way line of IH 10 (also known as Katy Freeway, a 275 foot right-of-way) and being, by description, South 89°15'00" East a distance of 291.09 feet from the intersection of the southerly right-of-way line of IH 10 with the west line of said W. G. Perkinson Survey;

THENCE with the southerly right-of-way line of IH 10 South 89°15'00" East a distance of 191.47 feet to a 5/8 inch iron rod found for corner;

THENCE departing the southerly right-of-way line of IH 10 South 00°45'00" West a distance of 568.96 feet to a point for corner inside a six story parking garage;

THENCE North 89°15'00" West a distance of 189.16 feet to a 5/8 inch iron rod set for corner;

THENCE North 00°12'54" East a distance of 568.99 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 2.5054 acres (109,135 square feet) of land.

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EXHIBIT "A-2"

LEGAL DESCRIPTION OF THE REAL PROPERTY

BEING a 1.1662 acre tract of land situated in Harris County, Texas and out of the George H. Delescender Survey, Abstract Number 299 and being a portion of Unrestricted Reserve "B", Oak Creek Village, Section 1, recorded in Volume 167, Page 133 of the Map Records of Harris County, Texas and being the same tract of land as described by Substitute Trustee's Deed to the Great-west Life Assurance Company recorded in Clerk File Number 2035014 of the Deed Records of Harris County, Texas, said 1.1662 acre tract of land being more particularly described as follows:

BEGINNING at a 5/8 inch iron rod found in the northwesterly right-of-way line of F.M. 1960 (a 100 foot right-of-way), said point being situated South $57^{\circ}51'33''$ West a distance of 139.91 feet from the most southerly corner of a setback line for the point of intersection of the northwesterly right-of-way line F.M. 1960 with the southwesterly right-of-way line of Falling Creek Drive (a 60 foot right-of-way);

THENCE with the northwesterly right-of-way line of F.M. 1960 South $57^{\circ}51'33''$ West a distance of 177.14 feet to a 5/8 inch iron rod found for corner;

THENCE departing the northwesterly right-of-way line of F.M. 1960 North $42^{\circ}57'48''$ West a distance of 350.00 feet to a 5/8 inch iron rod set for corner;

THENCE North $57^{\circ}51'33''$ East a distance of 222.01 feet to a 5/8 inch iron rod set for corner;

THENCE South $32^{\circ}08'27''$ East a distance of 20.00 feet to a 5/8 inch iron rod found for corner;

THENCE North $57^{\circ}51'33''$ East a distance of 160.60 feet to a 5/8 inch iron rod found for corner in the southwesterly right-of-way line of Falling Creek Drive, said point being in a curve to a left, the radius point being situated North $71^{\circ}03'48''$ East a distance of 360.00 feet from said point;

(Page 1 of 2)

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THENCE with the southwesterly right-of-way line of Falling Creek Drive and southeasterly with said curve to the left through a central angle of $64^{\circ}03'52''$ an arc distance of 25.49 feet to a 5/8 inch iron rod found for corner;

THENCE departing the southwesterly right-of-way line at Falling Creek Drive South $57^{\circ}51'33''$ west a distance of 183.68 feet to a 5/8 inch iron rod found for corner;

THENCE South $32^{\circ}08'27''$ East a distance of 189.75 feet to the POINT OF BEGINNING;

CONTAINING a computed area of 1.1662 acres (50,000 square feet) of land within this description.

EXHIBIT A-301922
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LEGAL DESCRIPTION OF THE REAL PROPERTY

TRACT 1)

All of that certain 2.30312 acre (109,123 square feet) tract of land out of and a part of Lot 3, Block 4, Amended First Subdivision of Westmoreland Farms, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 14 of the Map Records of Harris County, Texas, and also being out of and a part of Richmond Park, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 39, Page 14 of the Map Records of Harris County, Texas, said 2.30312 acre tract of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a 1/2 inch iron rod found at the intersection of the East right-of-way line of Avenue B, called 50.00 feet wide but occupied 55.00 feet wide, with the southeasterly right-of-way line of Bissonnet (formerly Richmond Road), based on a width of 70.00 feet, for the Northwest corner of the herein described tract;

THENCE North 80 deg. 21 min. 27 sec. East, along and with the said southeasterly right-of-way line of Bissonnet, at 312.94 feet pass a point for the Northwest corner of the above mentioned Richmond Park, in all a total distance of 730.63 feet to a 1/2 inch iron rod found at its intersection with the West right-of-way line of Larch Lane, based on a width of 60.00 feet, for the Northwest corner of Larch Lane Addition, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 1397, Page 79 of the Deed Records of Harris County, Texas, the Northeast corner of the said Richmond Park, and the Northeast corner of the herein described tract;

THENCE South 00 deg. 00 min. 20 sec. West, along and with the common dividing line between the said Larch Lane Addition and the said Richmond Park, at 190.32 feet pass a 1/2 inch iron rod found for the Southwest corner of the said Larch Lane and the Northwest corner of Lot 21, Larch Lane Addition, in all a total distance of 315.52 feet to a 1/2 inch iron rod found for the common corner of the said Lot 21, Larch Lane Addition, Lot 10, Merrie Lane Place, an addition in Harris County, Texas according to a map or plat thereof recorded in Volume 47, Page 10 of the Map Records of Harris County, Texas, the Northeast corner of Lot 3, Block 1, Richmond Park and the most Easterly Southeast corner of the herein described tract from which a 3/8 inch iron rod found stamped "D.L. Smith 3699" bears North 10 deg. 57 min. 38 sec. West 2.88 feet;

THENCE South 89 deg. 59 min. 13 sec. West, along and with the North line of the said Block 1, Richmond Park, generally following a chain link fence, a total distance of 363.02 feet to a 1/2 inch iron rod found in the West line of the said Richmond Park for the Northwest corner of Lot 1, Block 1, Richmond Park and an interior corner of the herein described tract;

THENCE South 00 deg. 00 min. 20 sec. West, along and with the said West line of Richmond Park, generally following a chain link fence, a total distance of 31.00 feet to a 1/2 inch iron rod found for the Northeast corner of a certain tract of land described as Tract 1 per instrument filed for record in the Office of Real Property under Harris County Clerk's File No. G228316 (Film Code No. 138-84-2130) and the Southeast corner of the herein described tract;

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THENCE South 61 deg. 00 min. 25 sec. West, along and with the northwesterly line of the two (2) tracts of land described in the said instrument recorded under Harris County Clerk's File No. 62291, a total distance of 216.77 feet to a 1/2 inch iron rod set in the North right-of-way line of Merrie Lane, based on a width of 60.00 feet, for the West corner of the said two (2) tracts of land and an angle corner of the herein described tract;

THENCE South 89 deg. 39 min. 13 sec West, along and with the said North right-of-way line of Merrie Lane, a total distance of 84.10 feet to an 'X' found in concrete at its intersection with the abovementioned East right-of-way line of Avenue B for the Southwest corner of the herein described tract;

THENCE North 00 deg. 00 min. 46 sec. East, along and with the said East right-of-way line of Avenue B, a total distance of 89.30 feet to the PLACE OF BEGINNING and containing 2.5852 acres of land, SAVE AND EXCEPT a 0.0001 acre tract of land described as follows, to-wit:

COMMENCING at a 1/2 inch iron rod found for the northwest corner of the above described 2.5852 acre tract (Tract I) of land;

THENCE North 60 deg. 21 min. 27 sec. East, along and with the said southeasterly right-of-way line of Bissonnet, total distance of 20.84 feet to a point for corner;

THENCE South 28 deg. 45 min. 33 sec. East, leaving the said southeast right-of-way line of Bissonnet, a total distance of 19.00 feet to a 5/8 inch iron rod set for the Northwest corner and PLACE OF BEGINNING of the herein described tract of land;

THENCE North 60 deg. 21 min. 27 sec. East, parallel to and 19.00 feet southeasterly from, measured at a right angle, the said southeast right-of-way line of Bissonnet, a total distance of 64.00 feet to a 5/8 inch iron rod found for an angle point in the north line of the herein described tract of land;

THENCE South 89 deg. 38 min. 33 sec. East, a total distance of 22.57 feet to a punch mark set in concrete for the northeast corner of the herein described tract of land;

THENCE South 00 deg. 21 min. 27 sec. West, a total distance of 52.00 feet to a 5/8 inch iron rod set for the most easterly southeast corner of the herein described tract of land;

THENCE North 89 deg. 38 min. 33 sec. West, a total distance of 40.00 feet to an 'X' set in concrete for an interior corner of the herein described tract of land;

THENCE South 00 deg. 21 min. 27 sec. West, a total distance of 20.00 feet to an 'X' found in concrete for the most southerly southeast corner of the herein described tract of land;

THENCE North 89 deg. 38 min. 33 sec. West, a total distance of 18.00 feet to a 'X' found in concrete for the most southerly southwest corner of the herein described tract of land;

THENCE North 00 deg. 21 min. 27 sec. East, a total distance of 20.00 feet to an 'X' found in concrete for an interior corner of the herein described tract of land;

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THENCE North 00 deg. 21 min. 27 sec. East, a total distance of 20.00 feet to the PLACE OF BEGINNING and containing 0.0801 acres (3,489 square feet) of land leaving a NET TOTAL AREA of 2.50312 acres (109,123 square feet) of land.

TRACT II:

All of that certain 0.2243 acre (9,770 square feet) tract of land out of and a part of Lot 3, Block 6, First Amended Subdivision of Westmoreland Farms, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 14 of the Map Records of Harris County, Texas, and also being all of those two (2) tracts of land described per instrument filed in the office of Real Property and recorded under Harris County Clerk's File No. 6228216 (PLM code No. 138-84-2330), said 0.2243 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at an 'X' set in concrete at the intersection of the East light-of-way line of Avenue B, based on a called width of 50.00 feet but occupied 55.00 feet wide, with the North light-of-way line of Hartzle Lane, based on a width of 60.00 feet;

THENCE North 00 deg. 59 min. 13 sec. East, along and with the said North light-of-way line of Hartzle Lane, a total distance of 64.10 feet to a 1/2 inch iron rod set for the West corner and PLACE OF BEGINNING of the herein described tract;

THENCE North 01 deg. 01 min. 28 sec. East, along and with the southeasterly line of a 2.5852 acre tract of land, a total distance of 214.77 feet to a 1/2 inch iron rod set in the West line of Lot 1, Block 1, Richmond Park, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 39, Page 14 of the Map Records of Harris County, Texas, for a southeast corner of the said 2.5852 acre tract of land and the Northeast corner of the herein described tract;

THENCE South 00 deg. 00 min. 20 sec. West, along and with the said West line of Lot 1, Block 1, Richmond Park, a total distance of 104.00 feet to a 1/2 inch iron rod found in the said North light-of-way line of Hartzle Lane, for the southwest corner of the said Lot 1, the southeast corner of the said two (2) tracts and the southeast corner of the herein described tract from which a 1-inch iron rod found bears South 55 deg. 14 min. 35 sec. West 0.46 feet and a 5/8-inch iron rod with a cap found stamped 'D.L. Smith 3699' bears South 42 deg. 00 min. 00 sec. West 0.63 feet;

THENCE South 00 deg. 59 min. 13 sec. West, along and with the said North light-of-way line of Hartzle Lane, a total distance of 187.88 feet to the PLACE OF BEGINNING and containing 0.2243 acres of land.

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(page 4 of 4)

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Rights, easements, and other interests created by that certain instrument captioned Reciprocal Easement Agreement recorded in the Office of the County Clerk of Harris County, Texas under Clerk's File Number 1888740 concerning the above described 2.522 acre tract of land, the 0.2243 acre tract of land, and the 0.0801 acre tract of land, all out of and a part of Lot 3, Block 4, Amended First Subdivision of Westmoreland Farms, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 3, Page 16 of the Map Records of Harris County, Texas and also being out of and a part of Richmond Park, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 39, Page 16 of the Map Records of Harris County, Texas.

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EXHIBIT "A-4"

LEGAL DESCRIPTION OF THE REAL PROPERTY

TRACT 1: Lot A, NORTHCREST ADDITION, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 65, Page 28, of the Plat Records of Travis County, Texas.

TRACT 2: Lot 1-B, Resubdivision of Lot 1, BYRAM ADDITION, an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 44, Page 34, of the Plat Records of Travis County, Texas.

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9 0 0 0 Vista Ridge 2 (Lot 1)

EXHIBIT "A-5"

LEGAL DESCRIPTION OF THE REAL PROPERTY

LOT 1, THE HILLS OF LOST CREEK, SECTION SIX-B, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 84, PAGES 122B - 122C, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH EASEMENT RIGHTS, RECORDED IN VOLUME 8459, PAGE 363 AND AMENDED BY VOLUME 9313, PAGE 387, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

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(Page 1 of 1)

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9 0 0 0 Vista Ridge (Lot 2)

EXHIBIT "A-6"

LEGAL DESCRIPTION OF THE REAL PROPERTY

LOT 2, THE HILLS OF LOST CREEK, SECTION SIX-A, AN ADDITION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN BOOK 83, PAGES 201D - 202A, OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, SAVE AND EXCEPT THAT PORTION DEDICATED FOR STREET PURPOSES IN VOLUME 8396, PAGE 59, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS, TOGETHER WITH EASEMENT RIGHTS, RECORDED IN VOLUME 8459, PAGE 363 AND AMENDED BY VOLUME 9313, PAGE 387, REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.

Property of Cook County Clerk's Office

(Page 1 of 1)

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EXHIBIT 1A-77 01 02 2

LEGAL DESCRIPTION OF THE REAL PROPERTY

Tract 1:

Being Lot 1 in Block M, City Block 8416 of the First Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat thereof, recorded in Volume 78163 at Page 0362 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Beginning at the intersection of the Southeast line of Greenville Avenue (a 120' foot R.O.W.), with the Northeast line of Lyndon B. Johnson Freeway (Interstate Highway No. 635), said point also being the Southwest corner of said Lot 1, a concrete Highway Monument for corner;

Thence North 22 degrees, 20 minutes, 30 seconds East, with the said Southeast line of Greenville Avenue same being the Westerly line of said Lot 1, a distance of 249.99 feet, an iron stake for corner;

Thence North 67 degrees, 39 minutes, 30 seconds West, a distance of 20.00 feet, an iron stake for corner;

Thence North 22 degrees, 20 minutes, 30 seconds East, with the said Southeast line of Greenville Avenue, a distance of 23.01 feet to the Southwest corner of Lot 4 in Block M/8416 of the Third Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 78060 at Page 1028 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence South 67 degrees, 39 minutes, 30 seconds East, with the Common line of said Lots 1 and Lot 4, a distance of 310.00 feet, an iron stake for corner;

Thence South 89 degrees, 38 minutes East, passing the Southeast corner of said Lot 4 at a distance of 53.83 feet, continuing a total distance of 99.13 feet, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, with the Easterly line of said Lot 1, a distance of 146.90 feet, an iron stake for corner;

Thence South 89 degrees, 38 minutes East, with the Northerly line of said Lot 1, a distance of 133.38 feet to a point in the West line of Lot 2 in Block M/8416 of the Second Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 77132 at Page 0431 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, with the Common line of said Lots 1 and 2, a distance of 319.00 feet, an iron stake for corner;

Thence North 49 degrees, 38 minutes West, with the South line of said Lot 1, a distance of 229.00 feet to a point in the said Northeast line of Lyndon B. Johnson Freeway (Interstate Highway No. 635), an iron stake for corner;

Thence North 68 degrees, 30 minutes, 10 seconds West, with the said Northeast line of Lyndon B. Johnson Freeway, a distance of 142.37 feet, to an angle point;

Thence North 91 degrees, 13 minutes West, continuing with the said Northeast line of Lyndon B. Johnson Freeway, a distance of 268.17 feet to the PLACE OF BEGINNING and CONTAINING 281,322 square feet of land.

TRACT 12:

Being Lot 2 in Block M, City Block 8416, of Second Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 77132 at Page 0031 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Beginning at the intersection of the Southwest line of Amberton Parkway (an 80 foot R.O.W.) with the West line of Block A/8416, Chimney Hill First Installment, an Addition to the City of Dallas, Texas, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, with the East line of said Lot 2, same being the West line of Chimney Hill First Installment, a distance of 457.37 feet, an iron stake for corner;

Thence North 88 degrees, 38 minutes West, with the South line of said Lot 2, a distance of 479.02 feet to the Southeast corner of Lot 1 in Block M/8416 of the First Section, Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 76163 at Page 0562 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence North 00 degrees, 02 minutes East, with the Common line of Lots 1 and 2 passing the Northeast corner of said Lot 1 at a distance of 329.00 feet, continuing a total distance of 350.00 feet to the South line of the Third Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 78060 at Page 1029 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence South 88 degrees, 38 minutes East, with the Common line of said Lot 2 and the South line of the Third Section Northpoint Business Campus, a distance of 120.00 feet, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, with said Common line a distance of 40.00 feet, an iron stake for corner;

Thence South 88 degrees, 38 minutes East, with said Common line a distance of 93.63 feet, an iron stake for corner;

Thence North 00 degrees, 02 minutes East, with said Common line a distance of 95.39 feet, an iron stake for corner;

Thence North 30 degrees, 18 minutes, 30 seconds West, with said Common line a distance of 120.00 feet, an iron stake for corner;

Thence North 38 degrees, 43 minutes, 30 seconds East, with said Common line of said Lot 2 and the Third Section Northpoint Business Campus, a distance of 272.00 feet to an angle point, an iron stake for corner;

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Thence North 68 degrees, 30 minutes East, with the Southwest line of Lot 3 and 4, a distance of 71.53 feet to a point in the Southwest line of Amber-ton Parkway, an iron stake for corner;

Thence South 21 degrees, 30 minutes East, with the Southwest line of said Amber-ton Parkway a distance of 7.36 feet to the beginning of a curve to the left having a central angle of 42 degrees, 34 minutes, a radius of 319.49 feet, an iron stake for corner;

Thence Southeasterly with said curve to the left an Arc distance of 239.22 feet to the end of said curve and the beginning of a curve to the left having a central angle of 02 degrees, 36 minutes, 47 seconds, a radius of 370.33 feet, an iron stake for corner;

Thence Southeasterly with the said Southwest line of Amber-ton Parkway same being with said curve to the left, an Arc distance of 19.03 feet to the PLACE OF BEGINNING and CONTAINING 227,361 square feet of land.

TRACT III:

Being Lot 3 in Block M, City Block 8416, Third Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 78060 at Page 1029 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

Beginning at a point in the Southwest line of Amber-ton Parkway (an 80 foot R.O.W.) said point being the Common Northerly corner of Lot 3 and 4, an iron stake for corner;

Thence Southeasterly with the said Southwest line of Amber-ton Parkway, same being with a curve to the right having a central angle of 32 degrees, 34 minutes, 33 seconds, a radius of 610.00 feet, tangent bearing South 54 degrees, 04 minutes, 34 seconds East, an Arc distance of 346.52 feet to the end of said curve, an iron stake for corner;

Thence South 21 degree, 30 minutes East, with the said Southwest line of Amber-ton Parkway, a distance of 53.42 feet to the most Northerly corner of said Lot 3, an iron stake for corner;

Thence South 48 degrees, 30 minutes West, with the Common line of the Northwest line of Lot 2 in Block M/8416 of the Second Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 77132 at Page 0031 of the Deed Records of Dallas County, Texas, same being the Southeast line of said Lot 3, a distance of 71.53 feet to an angle point, an iron stake for corner;

Thence South 39 degree, 43 minutes, 30 seconds West, with the Southeast line of said Lot 3, passing a Westerly corner of Lot 2 at a distance of 175.00 feet, continuing a total distance of 227.18 feet, an iron stake for corner;

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Thence North 44 degrees, 38 minutes West, with the Southwest line of said Lot 3, a distance of 274.02 feet, an iron stake for corner;

Thence North 43 degrees, 02 minutes East, a distance of 60.00 feet, an iron stake for corner;

Thence North 44 degrees, 38 minutes West, a distance of 52.35 feet to the Common line of Lots 3 and 4 of said Addition, an iron stake for corner;

Thence North 22 degrees, 19 minutes East, with said Common line, a distance of 16.04 feet to an angle point, an iron stake for corner;

Thence North 67 degrees, 41 minutes West, with said Common line, a distance of 14.82 feet, an iron stake for corner;

Thence North 22 degrees, 19 minutes East, with the said Common line of Lots 3 and 4, a distance of 27.53 feet, an iron stake for corner;

Thence North 43 degrees, 02 minutes East, continuing with said Common line a distance of 204.16 feet to the PLACE OF BEGINNING and CONTAINING 120,568 square feet of land.

TRACT IV:

Being Lot 4, Block M, City Block 8416, Third Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 78080, at Page 1029, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Beginning at the intersection of the Southeast line of Greenville Avenue (a 100 foot R.O.W.), with the Southwest line of Amberlon Parkway (an 80 foot R.O.W.), an iron stake for corner;

Thence South 67 degrees, 41 minutes East, along the said Southwest line of Amberlon Parkway, a distance of 180.14 feet to the beginning of a curve to the right having a central angle of 13 degrees, 36 minutes, 27 seconds, a radius of 810.00 feet, an iron stake for corner;

Thence Southeasterly with the said Southwest line of Amberlon Parkway, same being with said curve to the right, an arc distance of 144.87 feet, to the end of said curve, an iron stake for corner;

Thence South 43 degrees, 02 minutes West, leaving the said Southwest line of Amberlon Parkway and proceeding with the common line of Lot 4 and Lot 3 in Block M/8416 of said Addition, a distance of 204.16 feet to an angle point, an iron stake for corner;

Thence South 22 degrees, 19 minutes West, with said common line of Lot 3 and Lot 4, a distance of 87.36 feet, an iron stake for corner;

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Thence South 67 degrees, 42 minutes East, with said Common Line of Lots 3 and Lot 4, a distance of 14.82 feet, an iron stake for corner;

Thence South 22 degrees, 19 minutes West, with the Southeast line of said Lot 4, a distance of 276.68 feet to a point in the Northeast line of Lot 1 in Block M/8416, an iron stake for corner;

Thence North 89 degrees, 58 minutes West, with the Common line of Lots 1 and Lot 4, a distance of 33.93 feet to an angle point, an iron stake for corner;

Thence North 67 degrees, 39 minutes, 30 seconds West, with the Common line of Lot 1 and Lot 4, a distance of 310.00 feet to a point in the said Southeast line of Greenville Avenue, an iron stake for corner;

Thence North 22 degrees, 20 minutes, 30 seconds East, with the said Southeast line of Greenville Avenue, a distance of 390.00 feet to the PLACE OF BEGINNING and CONTAINING 213,398 square feet of land.

Together with the rights of the owner of Tracts I - IV described above in and to that certain Declaration of Easement running with the land, dated December 21, 1977, by Vantage Properties, Inc. recorded in Volume 77148, Page 2391, Deed Records, Dallas County, Texas, as it affects the following described parcel:

TRACT V:

Being a tract of land situated in Block M, City Block 8416, being the Common Green #1 of the Third Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat recorded in Volume 78060 at Page 1029 of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

Beginning at the most Southerly corner of the Common line of Lots 3 and 4 in Block M/8416 of said Addition, same being the most Northerly corner of said Common Green #1, an iron stake for corner;

Thence South 44 degrees, 38 minutes East, with the Northeast line of said Common Green #1, same being the Southwest line of said Lot 3, a distance of 32.33 feet, an iron stake for corner;

Thence South 45 degrees, 02 minutes West, with said Common line a distance of 60.00 feet, an iron stake for corner;

Thence South 44 degrees, 38 minutes East, with said Common line a distance of 274.02 feet, an iron stake for corner;

Thence North 39 degrees, 43 minutes, 30 seconds East, with said Common line, a distance of 32.16 feet, to the Southwest line of Lot 2, Block M/8416, of the Second Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 77132 at Page 672 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence South 30 degrees, 16 minutes, 30 seconds East, with said Common line of the

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Common Green #1, and the Southwest line of Lot 2, a distance of 120.00 feet, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, with said Common line, a distance of 93.38 feet, an iron stake for corner;

Thence North 89 degrees, 38 minutes West, with said Common line, a distance of 93.63 feet, an iron stake for corner;

Thence North 00 degrees, 02 minutes East, with said Common line, a distance of 40.00 feet, an iron stake for corner;

Thence North 89 degrees, 38 minutes West, with said Common line of Lot 2 and the Common Green #1, a distance of 120.00 feet, an iron stake for corner;

Thence South 00 degrees, 02 minutes West, a distance of 21.00 feet to the most Easterly Northwest corner of Lot 1, Block M/0410 of the First Section Northpoint Business Campus, an Addition to the City of Dallas, Texas, according to the plat thereof recorded in Volume 76163 at Page 0562 of the Deed Records of Dallas County, Texas, an iron stake for corner;

Thence North 89 degrees, 38 minutes West, with the North line of said Lot 1, a distance of 133.38 feet, an iron stake for corner;

Thence North 00 degrees, 02 minutes East, with the East line of said Lot 1, a distance of 146.30 feet, an iron stake for corner;

Thence North 89 degrees, 38 minutes West, a distance of 43.18 feet, to the Southeast corner of said Lot 4, an iron stake for corner;

Thence North 23 degrees, 18 minutes East, with the Southeast line of said Lot 4, a distance of 238.63 feet to the PLACE OF BEGINNING and CONTAINING 74,180 square feet of land.

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Tract I:

Being a tract of land situated in the J.D. Hamilton Survey, Abstract No. 647 and also being part of Lot 5, Block No. 8411 of the Forest Green Business Park Addition, an addition to the City of Dallas, Texas, as recorded in Volume 81162, Page 1422, Deed Records, Dallas County, Texas, and being more particularly described as follows:

Commencing at the intersection of the Easterly right-of-way line of Greenville Avenue (a 100' R.O.W.), and the Northerly right-of-way line of Forest Lane (a 120' R.O.W.);

Thence North 17 degrees 09 minutes 00 seconds East along the Easterly right-of-way line of said Greenville Avenue, a distance of 517.67 feet to the beginning of a curve to the right having a central angle of 00 degrees 23 minutes 11 seconds, a radius of 5679.57 feet, a tangent length of 19.16 feet, and a chord bearing of North 17 degrees 20 minutes 26 seconds East;

Thence continuing along the Easterly right-of-way line of said Greenville Avenue on said curve, an arc length of 38.31 feet to an iron rod found for corner, said iron rod also being situated in the Westerly line of aforementioned Lot 5 and being the Point of Beginning, said iron rod also being situated in a curve to the right having a central angle of 02 degrees 21 minutes 27 seconds, a radius of 5679.57 feet, a tangent length of 116.86 feet, and chord bearing of North 18 degrees 19 minutes 44 seconds East;

Thence continuing along the Easterly right-of-way line of said Greenville Avenue and along the Westerly line of said Lot 5 on said curve, an arc length of 233.68 feet to an iron rod found for corner, said iron rod also being situated at the Northwest corner of said Lot 5;

Thence East, departing the Easterly right-of-way line of said Greenville Avenue and along the Northerly line of said Lot 5, a distance of 303.39 feet to an iron rod found for corner, said iron rod also being situated at the Northeast corner of said Lot 5;

Thence South 00 degrees 13 minutes 00 seconds East, along the Easterly line of said Lot 5, a distance of 244.10 feet to an iron rod found for corner;

Thence West a distance of 307.38 feet to a "T" found for corner;

Thence North 72 degrees 27 minutes 49 seconds West a distance of 75.62 feet to the Point of Beginning and containing 132.407 square feet or 3.0396 acre of land, more or less.

Tract II:

A tract of land situated in the J.D. Hamilton Survey, Abstract No. 647 and also being part of Lot 5, Block No. 8411, Green Forest Square, an addition to the City of Dallas, Texas, as recorded in Volume 81162, Page 1422, Deed Records of Dallas County, Texas, said tract being more particularly described as follows:

COMMENCING at the intersection of the East R.O.W. line of Greenville Avenue (100' R.O.W.) with the North R.O.W. line of Forest Lane (120' R.O.W.);

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7 0 0 0 1 0 2 4
THENCE N $17^{\circ}09'00''$ E along the aforementioned East R.O.W. line of Greenville Avenue a distance of 617.67 feet to the beginning of a curve to the right having central angle of $0^{\circ}23'11''$, a radius of 5679.57 feet and a tangent length of 19.16 feet;

THENCE along said curve and the east R.O.W. line of said Greenville Avenue an arc length of 38.31 feet to a point;

THENCE S $72^{\circ}27'49''$ E departing the east R.O.W. line of said Greenville Avenue a distance of 49.05 feet to the POINT OF BEGINNING;

THENCE S $72^{\circ}27'49''$ E a distance of 26.57 feet to a point for corner;

THENCE East a distance of 482.37 feet to a point for corner;

THENCE South a distance of 25.0 feet to a point for corner;

THENCE West a distance of 440.17 feet to a point for corner and the beginning of a curve to the right;

THENCE along said curve having a central angle of $43^{\circ}06'41''$, a radius of 75.00 feet, and an arc length of 59.05 feet to a point for corner;

THENCE N $52^{\circ}47'41''$ W a distance of 18.08 feet to the POINT OF BEGINNING and containing 12,033 square feet or 0.276 acres of land, more or less.

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EXHIBIT "A-9"

LEGAL DESCRIPTION OF THE REAL PROPERTY

BEING a tract of land situated in the Elisha Fike Survey, Abstract No. 478 in Dallas County, Texas and also being the O.B. English Addition, recorded in Volume 82034, Page 3911, a revision to part of Block "C" of Beltwood Business Park, Second Installment, an addition to the City of Farmers Branch as recorded in Volume 72054, Page 0515 of the Deed Records of Dallas County, Texas and being more particularly described as follows:

BEGINNING at an iron pipe found for corner at the intersection of the west line of Gillis Road (a 60 foot right-of-way) with the north line of Beltwood Parkway South (a 60 foot right-of-way);

THENCE North 87° 30' 00" West, 250.31 feet along the said north line of Beltwood Parkway South to an iron pin set for corner;

THENCE North 0° 24' 00" West, 505.27 feet to an iron pin found for corner;

THENCE East, 250.00 feet to an iron pin found for corner on the said west line of Gillis Road;

THENCE South 0° 24' 00" East, 516.19 feet along the said west line of Gillis Road to the Point of Beginning and containing 2.931 acres (127,679 square feet) of land.

PROPERTY OF COOK COUNTY CLERK'S OFFICE

LEGAL DESCRIPTION OF THE REAL PROPERTY

A PORTION OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 4,
TOWNSHIP 4 SOUTH, RANGE 69 WEST, OF THE SIXTH PRINCIPAL MERIDIAN
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1, 3, AND 4, PARK WEST FILING NO. 1, JEFFERSON COUNTY,
COLORADO, RECEPTION NO. 556023.

Property of Cook County Clerk's Office

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EXHIBIT A 11-01-92

LEGAL DESCRIPTION OF THE REAL PROPERTY

PARCEL 1:

THAT PART OF THE SOUTH WEST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF BASSWOOD ROAD, DEDICATED PER DOCUMENT NUMBER 26501313 AND SOUTHERLY OF THE SOUTH LINE OF COMMERCE DRIVE, DEDICATED PER DOCUMENT NUMBER 87517101, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE SOUTH EAST 1/4 OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST LINE OF BASSWOOD ROAD, DEDICATED PER DOCUMENT NUMBER 26501313, EXCEPTING THEREFROM THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED APRIL 19, 1957, RECORDED APRIL 26, 1957 AS DOCUMENT NUMBER 16888316, ALSO EXCEPTING THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE NORTHERN ILLINOIS GAS COMPANY BY WARRANTY DEED DATED NOVEMBER 6, 1958, RECORDED NOVEMBER 12, 1958 AS DOCUMENT NUMBER 17375024, ALSO EXCEPTING THAT PART THEREOF CONVEYED BY FRANK C. WILEY AND WIFE TO THE VILLAGE OF SCHAUMBURG BY QUIT CLAIM DEED DATED SEPTEMBER 23, 1970 RECORDED DECEMBER 30, 1970 AS DOCUMENT NUMBER 21351431, ALSO EXCEPTING THAT PART DESCRIBED AS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY LINE OF THE RIGHT OF WAY OWNED BY THE NORTHERN ILLINOIS GAS COMPANY AS RECORDED BY WARRANTY DEED DATED NOVEMBER 6, 1958 AND RECORDED NOVEMBER 12, 1958 AS DOCUMENT NUMBER 17375024, AND THE EAST LINE OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 00 DEGREES, 08 MINUTES, 16 SECONDS WEST ALONG SAID EAST LINE OF SAID NORTH WEST 1/4, 210.88 FEET TO A POINT; THENCE WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF SAID NORTH WEST 1/4, 40.08 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE PREVIOUSLY SAID EAST LINE OF THE PREVIOUSLY SAID NORTH WEST 1/4, 155.00 FEET TO A POINT; THENCE NORTH 56 DEGREES, 05 MINUTES, 56 SECONDS WEST ALONG A LINE, 60.00 FEET TO A POINT; THENCE NORTH 85 DEGREES, 04 MINUTES, 07 SECONDS WEST ALONG A LINE, 150.19 FEET TO A POINT; THENCE NORTH ALONG A LINE PARALLEL WITH THE PREVIOUSLY SAID EAST LINE OF SAID NORTH WEST 1/4, 57.5 FEET TO A POINT WHICH LIES ON SAID SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS GAS COMPANY; THENCE SOUTH 81 DEGREES, 03 MINUTES, 12 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF NORTHERN ILLINOIS GAS COMPANY, 242.86 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE

LOTS 103, 104, 105 AND 106 IN WOODFIELD BUSINESS CENTER TWO-EAST, PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

LOTS 54, 75, 76, 77 AND 79 IN WOODFIELD BUSINESS CENTER TWO-WEST, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 9, 1983 AS DOCUMENT 26501312, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

LOT 74 IN WOODFIELD BUSINESS CENTER TWO-WEST BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN RECORDED FEBRUARY 9, 1983 AS DOCUMENT NUMBER 26501312 EXCEPT THAT PART DESCRIBED AS:

BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 74; THENCE NORTH 00 DEGREES, 01 MINUTES, 41 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 74 A DISTANCE OF 240.00 FEET TO A CORNER OF SAID LOT 74; THENCE NORTH 86 DEGREES, 17 MINUTES, 15 SECONDS EAST ALONG A NORTHERLY LINE OF SAID LOT 74 A DISTANCE OF 47.00 FEET TO A CORNER OF LOT 74; THENCE CONTINUING NORTH 86 DEGREES, 17 MINUTES, 15 SECONDS EAST 530.15 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF SAID LOT 74; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF SAID LOT 74, SAID LINE BEING ALSO THE NORTHERLY LINE OF COMMERCE DRIVE, DEDICATED PER DOCUMENT NUMBER 26501312, SAID LINE BEING A CURVE, CONCAVE TO THE SOUTH EAST HAVING A RADIUS OF 578.67 FEET, AN ARC DISTANCE OF 370.07 FEET TO THE SOUTH EAST CORNER OF SAID LOT 74, THE CHORD OF SAID ARC HAVING A LENGTH OF 363.80 FEET AND BEARING OF SOUTH 40 DEGREES, 16 MINUTES, 50 SECONDS WEST; THENCE NORTH 89 DEGREES, 58 MINUTES, 19 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT 74 A DISTANCE OF 340.85 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

LOT 2 IN GOLFWOOD SQUARE, BEING A RESUBDIVISION OF LOT 7 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 9, 1979, AS DOCUMENT 25234483; AND LOT 49 IN WOODFIELD BUSINESS CENTER UNIT 17, BEING A RESUBDIVISION OF PART OF LOT 8, IN WOODFIELD BUSINESS CENTER AND OF LOT 3 IN WOODFIELD BUSINESS CENTER, UNIT 2 IN THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 20, 1988 AS DOCUMENT 88319812, IN COOK COUNTY, ILLINOIS.

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PARCEL 7:

LOTS 4 AND 5 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED NOVEMBER 9, 1979 AS DOCUMENT NUMBER 25234483, IN COOK COUNTY, ILLINOIS.

PARCEL 8:

LOT 6 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE FOLLOWING TWO TRACTS OF LAND:

LOT 41 IN WOODFIELD BUSINESS CENTER UNIT 13, BEING A RESUBDIVISION OF PART OF SAID LOT 6 IN WOODFIELD BUSINESS CENTER; LOT 31 IN WOODFIELD BUSINESS CENTER UNIT 8, BEING A RESUBDIVISION OF PART OF SAID LOT 6 IN WOODFIELD BUSINESS CENTER, IN COOK COUNTY, ILLINOIS.

PARCEL 9:

LOT 26 IN WOODFIELD BUSINESS CENTER UNIT 7, BEING A RESUBDIVISION OF PART OF LOTS 1, 8, 11 AND 12 AND ALL OF LOT 14 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 10:

LOT 49, EXCEPT THE EASTERLY 290 FEET THEREOF (MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF), IN WOODFIELD BUSINESS CENTER UNIT 18, BEING A RESUBDIVISION OF PART OF LOT 3 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 11:

LOT 48 IN WOODFIELD BUSINESS CENTER UNIT 18, BEING A RESUBDIVISION OF PART OF LOT 3 IN WOODFIELD BUSINESS CENTER, A SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 12A:

THAT PART LYING SOUTHERLY OF A LINE DRAWN AT RIGHT ANGLES TO THE EAST LINE THEREOF, FROM A POINT WHICH IS 352.00 FEET SOUTHERLY OF THE NORTH EAST CORNER OF THE EAST 459.97 FEET (AS MEASURED AT RIGHT ANGLES TO SAID EAST LINE) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE NORTH WEST QUARTER OF THE NORTH EAST QUARTER OF SECTION 10, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF THE SOUTHWESTERLY LINE OF THE NORTHERN ILLINOIS GAS COMPANY RIGHT OF WAY ACCORDING TO THE INSTRUMENT RECORDED AS DOCUMENT 17364156 ON OCTOBER 31, 1958, IN COOK COUNTY, ILLINOIS