#### 95644905

#### ASSIGNMENT OF RENTS AND LEASES

(Lake Cook I)

THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made of this 1014 day of fully, 1995 and is effective as of the 1st day of July, 1994, by AMERICAN NATIONAL BANK, AND TRUST COMPANY OF CHICAGO, not individually but solely as Trustee under trust agreement dated January 1, 1981, and known as Trust No. 55233 ("Trustee"), LAKE-COOK OFFICE DEVELOPMENT COMPANY-BUILDING ONE, an Illinois limited partnership ("Beneficiary", with Trustee and Beneficiary being referred to herein as "Assignor"), and VIRGINIA SURETY COMPANY, INC., an Illinois corporation ("Assignee").

#### RECITALS

A. Trustee is the owner of fee title to certain real estate known as the Lake Cook Office Center (the "Property"), located at 1411 Lake Cook Road, Deerfield, Illinois, legally described in EXHIBIT A attached hereto and plade a part hereof. Beneficiary is the sole beneficiary of and holder of the power of direction noder the trust agreement creating Trust No. 55233.

B. Assignor, as "Borrower", has entered into that certain Loan Agreement (the "Loan Agreement") of even date herewith with Assignee as Londer, and has executed and delivered to Assignee a Mortgage Note of even date herewith (the "Note"), in the principal sum of SIX MILLION DOLLARS (\$6,000,000). The Note is secured by a Mortgage (the "Mortgage") on the Property, and also by certain Loan Documents as defined and described in the Loan Agreement.

C. Assignee requires this Assignment (which is one of the Loan Cocuments) as further security for the obligations of Assignor under the Loan Agreement, the Note, the Mortgage and the other Loan Documents (the "Obligations").

#### **AGREEMENTS**

NOW, THEREFORE, in order to secure the payment of the principal and interest on the Note and to secure the performance and observance by Assignor of the Obligations and each and every term, covenant, agreement and condition contained herein, in the Loan Agreement, the Note and in the other Loan Documents, and in consideration of the agreement by Assignee to make the loan to or for the benefit of the Assignor, Assignor does hereby, subject to Section 7 hereof, sell, assign, transfer and set over unto Assignee, its successors and assigns, all

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of the right, title and interest of Assignor in, to and under any and all leases (or extensions or renewals thereof) between the Assignor (or its predecessor) as lessor, and the lessee named in any of said leases (hereinafter called "Lessee"), (i) now existing as set forth on Exhibit B and as hereafter amended, or (ii) hereafter arising, demising and leasing all or portions of the Property (said leases are hereinafter referred to individually and collectively as the "Leases"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto Assignee, and together with all rights against guarantors, if any, of Lessee's obligations under the Leases.

- 1. Subject to the provisions of Section 7 hereof, Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Assignment.
- 2. Except as set forth in the rent roll delivered by Assignor to Assignee as the date hereof (the "Rent Roll"). Assignor represents and warrants that it has delivered to Assignee true, correct and complete copies of all Leases now existing, that the Leases now existing are in full force and effect, that it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of Assignor as lessor, or to the best of Assignor's knowledge on the part of the Lessees, in the performance on the part of either, of the terms, covenants, provisions or agreements in such Leases contained; that no rent has been paid by the Lessees for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases have been or will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; that no security deposit has been, or shall be made by Lessees under the Leases, except as disclosed in writing by Assignor to Assignee. Assignor also represents and warrants that the Rent Roll and all other information delivered by Assignor to Assignee with respect to the Leases on or before the date of funding of the Loan are true, correct and complete.

#### 3. Assignor agrees:

- (a) that it shall not take or fail to take any action that world sesult in any merger of the interest of the lessor and lessee under any of the Leases;
- (b) that if the Leases provide for the abatement of rent during repair of the demised premises by reason of fire or other casualty, Assignor shall furnish rental insurance to Assignee, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;
- (c) not to terminate, or modify or amend any of the Leases or any of the terms thereof in any material respect, or grant any material concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee, which consent shall not be unreasonably withheld or delayed, and that any attempted termination, modification or amendment of the Leases without such written consent shall be null and void;

- (d) not to collect any of the rent, income or profits arising or accruing under the Leases more than one month in advance of the time when the same become due under the terms thereof, or grant a Lessee an option to purchase or a right of first refusal to purchase all or any part of the Property;
  - (e) not to discount any future accruing rents;
- (f) not to execute any other assignments of the Leases or any interest therein or any of the rents thereunder;
- (g) to perform all of Assignor's covenants and agreements as lessor under the Leases, and to give prompt notices to Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessee thereunder, and to furnish Assignee with complete copies of said notices:
- (h) if so requested by Assignee, to enforce the Leases and all remedies available to Assignor agains the Lessee, in case of default under the Leases by the Lessee;
- (i) that none of the rights or remedies of Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;
- (j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the Property conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;
- (k) not to alter, modify or change the terms of any guarantees of the Leases or cancel or terminate such guarantees without the prior written consent of Assignee;
- (!) with respect to assignments or sublettings as to which Assignor's consent is required, not to consent to any assignments of the Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of Assignee; and
- (m) not to request, consent to, agree to or accept a subordination of the Leases to any mortgage or other encumbrance now or hereafter affecting the Property.

An action taken by Assignor in violation of the foregoing agreements shall be void ab initio.

Notwithstanding the foregoing, the provisions of Sections 3(b), (c), (e), (h), (k) and (l) shall not apply to a Lease that (1) provides for a term of five years or less and a market rental rate for comparable properties within the market area of the Property, (ii) has been negotiated at arm's length, (iii) is for less than 5,000 rentable square feet of the building in question, and (iv) does not contain a material modification to the form lease approved by

Assignee, provided that at no time during the term of the Loan shall there be Leases in existence demising more than 25,000 rentable square feet in the aggregate as to which Assignor has taken or failed to take the actions prohibited or required under Sections 3(b), (c), (e), (h), (k) or (l).

- A. This Assignment is given as additional security for the payment of the Note held by Assignee, all other sums secured by the Mortgage and the performance and payment of the Obligations. The security of this Assignment is and shall be primary and on a parity with the Property conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Property and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Mortgage or other Loan Documents, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.
- 5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or a signment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment or further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.
- In the exercise of the powers herein granted Assignee, no liability, other than liability arising from Assignee's gross negligence or willful misconduct, shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases, or under or by reason of this Assign ner t, and Assignor shall and does hereby agree to indemnify, defend, protect and hold forever free and harmless the Assignee its affiliates, officers, directors, shareholders, agents and employees, and their respective successors and assigns (each an "Indemnified Party"), of, from and against any ard all liability, loss, cost, expense or damage which it may or might incur under the Leases or under or by reason of this Assignment and of, from and against any and all claims, suits, judgments and demands whatsoever which may be asserted against any of them by reason of any alleged colligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such liability, loss, cost, expense, damage, claim, suit, tedgment and demand arising out of the gross negligence or willful misconduct of such Indemnified Party. Should an Indemnified Party incur any such liability, loss, cost, expense or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims, suits, judgments or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees and expenses, shall be secured hereby, and Assignor shall reimburse such Indemnified Party therefor immediately upon demand.

In case any action, suit or proceeding shall be brought against any Indemnified Party, such Indemnified Party shall notify the Assignor of the commencement thereof, and the Assignor shall be entitled, at its expense, acting through counsel reasonably acceptable to such Indemnified Party, to participate in, and to the extent that the Assignor desires to (but only if it has provided a written acknowledgment to such Indemnified Party with respect to such claim), assume and control the defense thereof; provided, however, that the Assignor shall not be entitled to assume and control the defense of any such action, suit or proceeding if and to the extent that (a) in the reasonable opinion of such Indemnified Party, (i) the control of such action, suit or proceeding would involve the Assignor in a bona fide conflict of interest or (ii) such action, suit or proceeding involves a potential imposition of criminal liability or material civil liability (whether or not indemnified hereunder) on such Indemnified Party (b) such proceeding involves claims not fully Indemnified by the Assignor which the Assignor and such Indemnified Party have been unable to sever from the indemnified claim(s), (c) an Event of Default or an event which, with the passage of time the giving of notice, or both, would contribute an Event of Default shall have occurred and be continuing, or (d) such action, suit or proceeding involves matters which extend beyong or are unrelated to this Assignment and if determined adversely could be materially detrimental to the interests of such Indemnified Party notwithstanding indemnification by the Assignor, in which case the Indemnified Party shall be entitled to assume and take control of the defense thereof at the Assignor's expense. The Indemnified Party may participate in a reasonable manner at its over, expense and with its own counsel in any proceeding conducted by the Assignor in accordance with the foregoing.

- 7. Although it is the intention of the parties that this instrument shall be a present and absolute assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignce shall not exercise any of the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of this Assignment or of the Note, Mortgage or any other Loan Document. Upon the occurrence of an Event of Default, Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the Leases and thereafter accroing, and this Assignment shall constitute a direction and full authority to the Lessee to pay all such amounts to Assignee without proof of the default relied upon. The Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or other sums which may be or thereafter become due under the Leases, or for the performance of any of Lessee's undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage or the other Loan Documents has actually occurred or is then existing.
- 8. Each of the following shall constitute an Event of Default under this Assignment:
- (a) If an Event of Default shall be declared or occur under or as defined in any of the terms and provisions of any of the Loan Agreement, the Note, Mortgage, any Loan Document or any document or instrument (other than this Assignment), evidencing or securing the indebtedness secured hereby.

- (b) If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained, which is not also included in the Loan Agreement, the Note, Mortgage, or any Loan Document or any document or instrument (other than this Assignment), evidencing or securing the indebtedness secured hereby, provided, however, that with respect to a monetary default, such default shall have continued for five days after payment was due, and with respect to a non-monetary default that is not an emergency, no Event of Default shall exist under this subparagraph (i) unless Borrower has failed to cure such non-monetary default within 30 days after service of written notice thereof; or (ii) if Lender's security in Lender's reasonable judgment is not materially impaired by such non-monetary default and if such non-monetary default cannot reasonably be cured within such 30-day period, unless Borrower has failed to commence such cure within such 30-day period, to proceed with such cure thereafter in a diligent manner or to complete such cure within an additional 90 days after the expiration of such 30-day period.
- 9. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.
- 10. This Assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.
- This Assignment shall be binding upon and inure to the benefit of the respective successors and assigns of the parties here. The words "Assignor," "Assignee," and "Lessee." wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.
- 12. All of the rights, powers, privileges and immunities herein granted and assigned to Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.
- 13. Initially capitalized terms used herein and not otherwise defined have the meanings given them in the Loan Agreement. Notice to the parties hereto shall be given in accordance with the applicable provision of the Loan Agreement.

#### 14. Trustee's Exculpation

This Assignment is solely executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said American National Bank and Trust Company of Chicago hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note shall be construed as creating any liability on Assignor or on said Trustee, personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express or implied herein contained (it being understood and agreed that each of

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the provisions hereof, except the warranty hereinabove contained in this exculpation clause, shall constitute a condition and not a covenant or agreement, regardless of whether the same may be couched in language of a promise or covenant or agreement), all such liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder, and that so far as the Assignor and its successors and said Trustee personally are concerned, the holders and the owner or owners of any indebtedness accruing hereunder shall look solely to any one or more of: (1) the Property and the issues and Rents and Profits thereof, for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in the Note provided; (2) assets of the trust estate held under the Trust; or (3) any other security given to seare said indebtedness.

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above vritten.

ASSIGNOR:

AMERICAN NATIONAL BANK TRUST COMPANY OF CHICAGO, Not Personally But Solely As Trustee Under Trust Agreement Dated January 1, 1981, and Known As Trust No. 55233

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By:	M	Mr.	 0
lts:		VP	

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\$42,00

LAKE COOK OFFICE DEVELOPMENT COMPANY - BUILDING ONE, an Illinois

librated partnership

Its:

# 3644905

# **UNOFFICIAL COPY**

STATE OF ILLINOIS ) ) SS. COUNTY OF COOK )					
On this 10th day of AUGUST, 1995, before me appeared RICHARD A. STEIN, to me personally known, who, being by me duly sworn, did say that he is the General Partner of LAKE-COOK OFFICE DEVELOPMENT COMPANY-BUILDING ONE, an Illinois limited partnership, and the said instrument was signed and sealed in behalf of said partnership, by authority of its partnership agreement; and said RICHARD A. STEIN acknowledged said instrument to be his free act and the free act and deed of said partnership.					
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the and State aforesaid, the day and year first above written.					
My term expires:  OFFICIAL SEA'-  GUADALUPE R GONZAL'Z  NOTARY PUBLIC. STATE OF ILLINOIS  MY COMMISSION EXPIRES. UD/18/98  MY COMMISSION EXPIRES. UD/18/98					
American National Bank and Trust Company of Chicago, as Trustee					
STATE OF ILLINOIS ) SS; COUNTY OF COOK )					
This is to certify that, personally known to me to be the same person whose name is subscribed to the foregoing instrument and to be the CE_PREST of American National Bank and Trust Company of Chicago, as Trustee aforesaid, a national backing association, appeared before me ANNE M. MARCHEST hotary public, this day of day of 1995, and expressly acknowledged to me the execution of said foregoing instrument as his free and voluntary act and as the free and voluntary act of said national banking association, for the uses and purposas the out set forth.  **OFTICIAL SEAL**  April M. Marchett  April 23, 1998  My Compiles Explicit April 23, 1998  My Compiles Explication April 23, 1998					

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**EXHIBIT A** 

Legal Description



## UNOEGIGIALICOPY

# EXHIBIT A

#### PARCEL 1:

LOT 3 (EXCEPT THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 465.00 PEET TO THE POINT OF BEGINNING; THENCE EAST PERPENDICULAR TO SAID WEST LINE, 30.12 FEET; THENCE SOUTH PAPALLEL WITH SAID WEST LINE, 113.00 PEET; THENCE WEST PERPENDICULAR TO SAID WEST LINE, 60.12 PEET; THENCE NORTH PARALLEL WITH SAID WEST LINE, 113.00 PEET, THENCE EAST PERPENDICULAR TO SAID WEST LINE, 30.00 FEET TO THE POINT OF BEGINNING) IN LAKE-COOK OFFICE CENTRE, BEING A RESUMDIVISION OF LOT 3 IN LAKE COOK ROAD INDUSTRIAL PARK, BEING A SUBDIVISION IN THE HORTHEAST 1/4 AND THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

#### PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AFORESAID FOR INGRESS AND EGRESS AND ACCESS FOR CONSTRUCTION, INSTALLATION, USB. MAINTENANCE, REPAIR AND REPLACMENT OF FRONTAGE ROAD DESCRIBED IN AND AS CREATED BY DECLARATION OF GRANT OF EASEMENT MADE BY LASALLE NATIONAL BANK, AS TRUSTES UNDER TRUST AGREEMENT DATED OCTOBER 30, 1972 AND KNOWN AS TRUST NUMBER 44913 DATED AUGUST 1, 1981 AND RECORDED SEPTEMBER 2, 1981 AS DOCUMENT 25987860 OVER THE FOLLOWING DESCRIBED PARCELS OF LAND:

#### PARCEL 2A:

THE SOUTH 60 FEET OF THE NORTH 120.0 FEET OF THE "PARCEL OF LAND" HEREINAFTER DESCRIBED:

#### PARCEL 2B:

THAT PART OF THE NORTH 60 FEET OF SAID "PARCEL OF LAND" BOUNDED ON THE WEST BY THE WEST LINE OF THE 80.00 FEET RIGHT OF WAY OF PINE STREET (AL S'.C'IN ON THE THIRD ADDITION TO DEERFIELD PARK UNIT NO. 1, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 OF SECTION 32. TOWNSHIP 43 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, RECORDED DECEMBER 22, 1958 AS DOCUMANT 1015141 EXTENDED SOUTH; BOUNDED ON THE EAST BY THE EAST LINE OF THE AFOREMENTIONED PINE STREET, EXTENDED SOUTH;

#### PARCEL 2C:

THAT PART OF THE NORTH 60.00 FEET OF SAID "PARCEL OF LAND"; BOUNDED ON THE WEST BY THE WEST LINE OF THE 60.00 FEET RIGHT OF WAY OF THE NOW NAMED BIRCHWOOD AVENUE (AS SHOWN AS PHEASANT STREET ON A SUBDIVISION OF J. S. HOVLAND'S FIRST ADDITION TO DEERFIELD, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 43 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY ILLINOIS, RECORDED NOVEMBER 7, 1924 AS DOCUMENT 248380), EXTENDED SOUTH; AND BOUNDED ON THE EAST BY THE EAST LINE OF THE AFOREMENTIONED BIRCHWOOD AVENUE, EXTENDED SOUTH;

LEGAL DESCRIPTION OF "PARCEL OF LAND"

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THAT PART OF THE EAST 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO THE MEST 1/2 OF GOVERNMENT LOT 2 (EXCEPT THE EAST 878.25 PEET, AS MEASURED ALONG THE NORTH LINE THEREOF) IN THE NORTHEAST 1/4 OF SAID SECTION 5, ALL TAKEN AS TRACT, LYING NORTH OF THE NORTH LINE OF TOLLMAY PARCEL T-11-B-2 AS DESCRIBED IN SUPERIOR COURT CASE 56819626 DATED NOVEMBER 9, 1956 LYING NORTHERLY OF TOLLMAY PARCEL T-11-B-2 AS DESCRIBED IN SUPERIOR COURT CASE 56819626 DATED FEBRUARY 5, 1957 AND LYING SOUTH OF THE SOUTH LINE OF LAKE COOK ROAD, BEING A LINE 50.00 PERT SOUTH OF AND PARALLEL WITH THE NORTH LINE OF BOTH IN THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 5;

#### also

THAT PART OF THE BASE 078.26 FRET (AS MEASURED ALONG THE NORTH LINE) EXCEPT THE NORTH \$73.00 FRET OF THE BASE 20.06 FRET OF THE WEST 1/2 OF GOVERNMENT LOT 2 IN THE MORTHEAST 1/4 OF SECTION 3, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF TOLLWAY PARCEL T-11-8-2 AS DESCIRBED IN SUPERIOR COURT CASE 56819626 DATED NOVEMBER 9, 1955 LYING SOUTH OF THE SOUTH LINE OF LAKE-COOK ROAD BEING A LINE 50 FRET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 5.

#### MISO

THE SOUTH 200 PEET OF THE NORTH 1073.00 FEET OF THE WEST 3 ACRES OF THE NORTHEAST 1/4 OF SECTION 5 APORESAID, ALL IN COOK COUNTY, ILLINOIS, (EXCEPTING THEREFRON THAT PART OF SAID RASEMENT FALLING WITHIN PARCEL 1);

#### PARCEL 3:

MON-EXCLUSIVE RECIPROCAL RIGHTS TO THE USE AND ENJOYMENT OF ALL PARKING SPACES, RIGHTS OF WAY, AND UTILITY FACILITIES AS DEFINED AND ESTAILISPED BY THAT CERTAIN DECLARATION AND GRANT OF RECIPROCAL RIGHTS DATED FEBRUARY 13, 1382 AND RECORDED FEBRUARY 25, 1982 AS DOCUMENT 26154914 MADE BY AMERICAN MATIONAL PANK AND TRUST COMPANY OF CHICAGO, A A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JANUARY 1, 1981 AND 51702, AS MODIFIED BY AMENDMENT JUNE 29, 1983 AND RECORDED JANUARY 19, 1984 AS DOCUMENT 26935444 AND RERECORDED FEBRUARY 23 1984 AS DOCUMENT 26979802 LOCATED WITHIN LOTS 2, 3 AND 4 IN LAKE-COOK OFFICE CENTIFIC APPORESAID.

Permanent Index Number: 05-101-008-0000

Common Address: 1415 Lake Cook Road, Deerfield, Illinois

(Lake Cook I)

#### **EXHIBIT B**

#### Lake Cook I Leases

	Lesses	Initial Lease Date	Approximate Square Footage
1.	Hewitt Associates LLC	August 26, 1994	59,341
2.	STS Acquisition Co.	May 18, 1995	_32,434
2.	S15 Acquisition Co.	May 18, 1995 Total	101.775

This instrument was prepared by and when recorded return to:

Brian P. Gallagher Bell, Boyd & Lloyd Three First National Plaza Ch.

Proberty of Cook County Clark's Office **Suite 3100** 

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BOX 333-CTI