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PREPARED BY:

96946607

Stephen H. Malato, Esq.  
Hinshaw & CULBERTSON  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601

DEPT-01 RECORDING \$51.00  
T#2222 TRAN 9990 12/16/96 15:01:00  
#3750 # KB \*-96-946607  
COOK COUNTY RECORDER

Address of Mortgaged Premises:  
501-571 Golf Road and 702-778 Algonquin Road  
Arlington Heights, Illinois

Tax Numbers: 08-16-101-007  
Parcel 1: 08-16-200-066  
Parcel 2: 08-16-200-067

RETURN TO: *BOX 15*  
TICOR TITLE INSURANCE  
203 N. LaSALLE, STE. 1400  
CHICAGO, IL 60601

RE: *Kelly 23999*

Above Space for Recorder's Use Only

## ASSIGNMENT OF RENTS AND SPECIFIC ASSIGNMENT OF LEASES AND RENTS

This ASSIGNMENT OF RENTS AND SPECIFIC ASSIGNMENT OF LEASES AND RENTS ("Assignment"), made this 11th day of DECEMBER, 1996 by LASALLE NATIONAL TRUST, N.A., as Successor Trustee to LaSalle National Bank, a national banking association, as Successor Trustee to the Exchange National Bank of Chicago, a national banking association, as Trustee under Trust Agreement dated May 2, 1973 and known as Trust Number 10-27652-09 and Trust Agreement dated October 1, 1974 and known as Trust Number 10-29531-09 ("Trust") and ROJO JOINT VENTURE, an Illinois general partnership ("Beneficiary") the owner of one-hundred percent (100%) of the beneficial interest in Trust (Trust and Beneficiary are collectively referred to as "Borrower") in favor of LIFE INSURANCE COMPANY OF GEORGIA, a Georgia corporation ("Lender").

### RECITALS

A. Trust executed and delivered its note of even date herewith ("Note"), payable to the order of Lender, in the principal amount of FIVE MILLION SEVEN HUNDRED

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THOUSAND AND 00/100 DOLLARS (\$5,700,000.00) ("Loan") and, as security therefor, executed and delivered to Lender its mortgage, of even date with Note ("Mortgage"), conveying the land legally described on Exhibit "A" attached hereto and made a part hereof ("Land") and the improvements constructed thereon ("Improvements") (Land and Improvements collectively "Mortgaged Premises").

B. Borrower or their agents or respective predecessors in title, as landlord, executed lease agreements with occupancy tenants of Mortgaged Premises, including those that are more fully set forth on Exhibit "B" attached hereto and made a part hereof (collectively "Existing Leases").

C. As additional security for the payment of Loan, interest and all other sums due and owing to Lender pursuant to Note, Mortgage and "Other Loan Documents" (as such term is defined in Mortgage) (collectively "Indebtedness"), and the performance of all of the terms, covenants, conditions and agreements contained in Note, Mortgage and Other Loan Documents (collectively "Loan Papers"), Borrower agreed to assign to Lender all of its right, title and interest in and to Existing Leases, "Rents", "Future Leases" and "Future Rents" (as such latter terms are hereafter defined).

NOW, THEREFORE, in consideration of the disbursement of the proceeds of Loan by Lender and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Borrower:

1. Hereby grants a security interest in and sells, assigns, transfers and sets over unto Lender one hundred per cent (100%) of Borrower's right, title and interest in and to Existing Leases, together with all rents, income or other sums payable by the provisions thereof ("Rents") and all future lease agreements which may be executed by Borrower, as Landlord, with occupancy tenants of Mortgaged Premises ("Future Tenants") at any time hereafter ("Future Leases") and all rents, income or other sums payable by the provisions thereof ("Future Rents"), it being the intention of Borrower to make and establish an absolute transfer and assignment of Existing Leases, Rents, Future Leases and Future Rents. Upon request of Lender, Borrower shall deliver copies of all Existing Leases and Future Leases to Lender.

2. Agrees that this Assignment is absolute and effective immediately and is made for the purpose of securing the payment of Indebtedness and the performance and discharge of each and every obligation, covenant and agreement required of Borrower pursuant to Loan Papers.

3. Represents (in the instance of Trust) and warrants and represents (in the instance of Beneficiary) that:

(a) Borrower is the sole owner of one hundred per cent (100%) of the landlord's right, title and interest in and to Existing Leases;

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(b) Except as disclosed in writing to Lender, Existing Leases are valid and enforceable and have not been altered, modified or amended;

(c) To the best knowledge of Borrower, Tenants are not in default in the performance of any of the terms, covenants, conditions or agreements required of them pursuant to Existing Leases;

(d) no part of Rents reserved in Existing Leases has been previously assigned and no part of Rents, for any period subsequent to the date hereof, has been collected in advance of the due date thereof;

(e) Borrower, as Landlord, is not in default of a term or provision of Existing Leases; and

(f) Borrower, as Landlord, has not received a notice alleging that it is in default of a term or provision of Existing Leases.

4. Shall observe and perform all of the obligations imposed upon the landlord named in Existing Leases and Future Leases (including, but not limited to restrictions imposed upon the Landlord of any Existing Lease or Future Lease relating to the leasing of space in Mortgaged Premises or in other areas identified in such Existing Lease or Future Lease) and shall:

(a) execute Future Leases using only a form approved by Lender ("Approved Lease Form") without limitation, Future Leases shall be for a minimum term of 12 months, shall be bonafide, arm's length Tenants, shall not contain any rental or other concessions not approved by Lender, and shall provide that each Tenant pay a prorata share of, or increases in, insurance or other operating expenses;

(b) not do or permit any act or occurrence which would impair the security thereof;

(c) not collect any part of Rents or Future Rents in advance of the time when the same shall become due except as specified by the provisions of Existing Leases;

(d) not execute any other assignment of Borrower's interest, as landlord, in Existing Leases, Future Leases, Rents or Future Rents;

(e) with respect to Existing Leases or Future Leases of Ten Thousand (10,000) square feet of space or more, except for non-material modifications (such as confirmation of commencement dates) prepared in the ordinary course of business, not alter, modify or change the terms and conditions of Existing Leases or Future Leases, cancel or terminate the same, except in the course of enforcement thereof, or accept a surrender thereof, without the prior written consent of Lender. With respect to Existing Leases or Future

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Leases which demise less than Ten Thousand (10,000) square feet of space, Borrower may modify, cancel or terminate the same without Lender's consent so long as Borrower is acting in a commercially prudent manner giving due consideration to the impact of such modification, cancellation or termination on the Rents and Future Rents being generated by the operation of Mortgaged Premises and the ability of Borrower to make the payments required to be made pursuant to the Note.

(f) at Lender's request, execute and deliver all such further assurances and assignments as Lender shall, reasonably from time to time, require; and

(g) submit to Lender for its review and approval, all Future Leases of ten thousand (10,000) or more square feet of floor space executed after the date hereof.

5. Shall have the right, so long as no "Monetary Default", "Non-Monetary Default" (as such terms are defined in Mortgage) or default by Borrower, as landlord, pursuant to Existing Leases and Future Leases which could result in the termination of an Existing Leases or Future Leases which, in the aggregate, would cause the Borrower to be unable to make the payments required pursuant to Note ("Lease Default") shall exist, to collect Rents and Future Rents, when due but not prior thereto, and retain, use and enjoy the same. In the event of a Monetary Default, Non-Monetary Default or a Lease Default Borrower's right to retain, use and enjoy Rents shall automatically terminate and, after such events, Borrower shall hold all Rents and Future Rents in trust on behalf of Lender and shall apply the same on account of Indebtedness or on account of the payment of the normal operating expenses of Mortgaged Premises required to be paid pursuant to Mortgage. Borrower shall be personally liable to Lender for all Rents and Future Rents collected after a Monetary Default, Non-Monetary Default or Lease Default which have not been applied on account of Indebtedness or on account of the payment of the normal operating expenses of Mortgaged Premises required to be paid pursuant to Mortgage.

6. Agrees that any time following the occurrence of a Monetary Default, Non-Monetary Default or Lease Default, Lender may, at its option, either in person or through its agent or a receiver appointed by a court of competent jurisdiction, without notice, without, in any way, waiving such default, and without regard to the adequacy of the security for Indebtedness and with or without instituting any action or proceeding:

(a) to the extent permitted by law, take possession of Mortgaged Premises and hold, manage, lease and operate the same on such terms and for such periods of time as Lender may deem proper;

(b) with or without taking possession of Mortgaged Premises, in its own name, institute suit or otherwise collect and receive Rents and Future Rents, including Rents and Future Rents past due and unpaid, with full power to make, from time to time, all alterations, renovations, repairs or replacements thereto or thereof, as Lender may deem proper; and

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8. Agrees that, except as otherwise herein provided, this Assignment shall not operate to place upon Lender any responsibility for the control, care, management or repair of Mortgaged Premises or for the performance of any of the terms, covenants, conditions and agreements required of Borrower, as landlord, pursuant to Existing Leases and Future Leases nor is the same intended to make Lender responsible or liable for any:

(a) waste committed on Mortgaged Premises by Tenants, Future Tenants or any other party;

(b) dangerous or defective condition of Mortgaged Premises; or

(c) negligence in the management, upkeep, repair or control of Mortgaged Premises resulting in loss, injury or death to any Tenant, Future Tenant, licensee, employee or stranger;

unless caused by the willful misconduct or gross negligence of the Lender.

9. Agrees that:

(a) Any good faith affidavit, certificate, letter or statement of any officer, agent or attorney of Lender, setting forth that any part of Indebtedness remains unpaid, shall be and constitute evidence of the validity, effectiveness and continuing force and effect of this Assignment (all persons being hereby authorized to rely thereon); and Borrower hereby authorizes and directs Tenants, Future Tenants or other occupants of Mortgaged Premises, upon receipt from Lender of written notice to the effect that Lender is then the holder of Loan Papers and that a Monetary Default, Non-Monetary Default or Lease Default has occurred pursuant thereunder or pursuant hereto, to pay Rents and Future Rents to Lender until otherwise notified by Lender to the contrary.

(b) Upon payment of Indebtedness in full, this Assignment shall be null and void.

10. Agrees that Lender may take or release any other security given for the payment of Indebtedness, release any party primarily or secondarily liable therefor and apply any other security, in its possession, to the satisfaction of Indebtedness, without prejudice to any of its rights pursuant hereto.

11. Agrees that the terms "Existing Leases" and "Future Leases" shall include any subleases thereof and all extensions or renewals of Existing Leases, Future Leases and subleases thereof.

12. Agrees that nothing contained herein and no act done or omitted to be done by Lender pursuant to the powers and rights granted to it hereunder shall be deemed to be a waiver

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(h) any and all losses, costs or damages arising out of or incurred in order to cause the Improvements (as such term is defined in the Mortgage) to comply with the accessibility provisions of The Americans with Disabilities Act;

(i) all costs and fees including without limitation reasonable attorneys fees incurred by Lender in the enforcement of subparagraphs (a) through (h) hereinabove.

Nothing contained herein or in Note, Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Lender to enforce its remedies pursuant hereto and to Note, Mortgage and Other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Borrower have caused this Assignment of Rents to be signed by their respective duly authorized officers and general partner on the day and year first above written.

**TRUST:**

LASALLE NATIONAL TRUST,  
as Trustee of Trust Number 10-27652-09  
and Trust Number 10-29531-09

By: \_\_\_\_\_  
Title:

**ATTEST:**

\_\_\_\_\_  
Title:

**BENEFICIARY:**

ROJO JOINT VENTURE,  
an Illinois general partnership

By: \_\_\_\_\_  
Title:

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by Lender of its rights and remedies pursuant to Loan Papers and this Assignment is made without prejudice to any of the rights and remedies possessed by Lender thereunder. The right of Lender to collect Indebtedness and to enforce any security therefor in its possession may be exercised by Lender either prior to, concurrently with or subsequent to any action taken by it pursuant hereto.

13. Agrees that any notices to be served pursuant hereto shall be deemed properly delivered if delivered personally or by Federal Express or comparable "over-night" courier service (which shall be deemed received on the date of delivery thereof), or served by United States certified or registered mail, postage prepaid (which shall be deemed received three [3] days following the postmark date thereof), to Borrower and the parties to whom copies of such notices are to be mailed at the addresses set forth below or to such other address as Borrower or such other parties may direct in writing:

If to Trust, at 135 South LaSalle Street, Suite 1840, Chicago, IL 60603, Attn: Land Trust Department, with a copy thereof to Beneficiary at c/o Joseph Real Estate Services, 666 Dundee Road, Suite 303, Northbrook, Illinois 60062;

If to Lender, c/o ING Investment Management, Inc., at 300 Galleria Parkway, Suite 1200, Atlanta, GA 30339-5949, Attn: Mortgage Loan Servicing Department.

PROVIDED, HOWEVER, that no liability shall be asserted against nor is the same assumed by Borrower or Lender by reason of its failure to serve the copies of the notices required pursuant hereto.

14. Agrees that this Assignment and all covenants and warranties herein contained shall inure to the benefit of Lender, its successors, assigns, grantees and legal representatives and shall be binding upon Borrower, their respective heirs, executors, administrators, successors, assigns, grantees and legal representatives.

15. Subject to the terms of the next succeeding sentences and notwithstanding anything to the contrary otherwise contained in the Note, but without in any way releasing, impairing or otherwise affecting the Note, Mortgage or any Other Loan Documents (including without limitation any guaranties or indemnification agreements) or the validity hereof or thereof, or the lien of the Mortgage, it is agreed that Lender's source of satisfaction of the Loan and of Borrower's other obligations hereunder and under the Note, the Mortgage and Other Loan Documents is limited to (a) the Mortgaged Premises and proceeds thereof, (b) rents, income, issues, proceeds, and profits arising out of the Mortgaged Premises, and (c) any separate guaranty or indemnification agreements guaranteeing or indemnifying Lender with respect to the payment of any amounts due hereunder and under the Note, the Mortgage and Other Loan Documents and/or Borrower's performance hereunder and under the Mortgage and Other Loan Documents; provided, however, that nothing herein contained shall be deemed to be a release or impairment of Indebtedness or the security therefore intended by the Mortgage, or be deemed to preclude Lender from foreclosing the Mortgage or from enforcing any of Lender's rights or remedies in

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law or in equity thereunder, or in any way or manner affecting Lender's rights and privileges under the Note, the Mortgage or any of the Other Loan Documents or any separate guaranty or indemnification agreements guaranteeing Borrower's payment and/or performance hereunder and/or under the Other Loan Documents. Notwithstanding the foregoing limitation of liability provision, it is expressly understood and agreed that R. Joseph Family Investment Trust, Lawrence Sharken, Donald Kovar, Lawrence Joseph, Donald Joseph, Thomas Joseph, Shauna Joseph, Eric Kant, Albert Robin, Richard Robin and Stephen Robin shall be personally liable for the payment to the Lender of:

(a) assignment of rents, security deposits, or other income, issues, profits, and revenues derived from the Mortgaged Premises after the occurrence of an Event of Default to anything other than (a) normal and necessary operating expenses of the Mortgaged Premises, or (b) the Loan. It is understood that any rents collected more than one (1) month in advance as of the time of the Event of Default shall be considered to have been collected after the Event of Default;

(b) any loss, cost or damages arising out of or in connection with fraud or material misrepresentation to Lender by Borrower (or by any of its general partners, officers, shareholders, members, or their agents, if applicable);

(c) any loss, cost or damages arising out of or in connection with Borrower's use or misapplication of (a) any proceeds paid under any insurance policies by reason of damage, loss or destruction to any portion of the Mortgaged Premises, or (b) proceeds or awards resulting from the condemnation or other taking in lieu of condemnation of any portion of the Mortgaged Premises, for purposes other than those set forth in the Mortgage;

(d) any loss, cost or damages arising out of or in connection with any waste of the Mortgaged Premises or any portion thereof and all reasonable costs incurred by Lender in order to protect the Mortgaged Premises;

(e) any taxes, assessments and insurance premiums for which Borrower is liable under the Note, the Mortgage or any of the Other Loan Documents and which are paid by Lender;

(f) any loss, costs or damages arising out of or in connection with the covenants, obligations, and liabilities under the hazardous substance indemnification and hold harmless agreement and the Borrower's hazardous substances covenants, warranties and representations provisions contained in the Environmental Indemnity Agreement;

(g) any loss, cost or damages to Lender arising out of or in connection with any construction lien, mechanic's lien, materialmen's lien or similar lien against the Mortgaged Premises arising out of acts or omissions of Borrower;

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED 12-11-96 UNDER TRUST NO. 10-27652-09 and

10-29531-09

This Assignment of Rents is executed by LA SALLE NATIONAL TRUST, N.A., not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle National Trust, N.A., as trustee, solely in the exercise of the authority conferred upon it as said trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertaking or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle National Trust, N.A., individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.

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(h) any and all losses, costs or damages arising out of or incurred in order to cause the Improvements (as such term is defined in the Mortgage) to comply with the accessibility provisions of The Americans with Disabilities Act;

(i) all costs and fees including without limitation reasonable attorneys fees incurred by Lender in the enforcement of subparagraphs (a) through (h) hereinabove.

Nothing contained herein or in Note, Mortgage and Other Loan Documents to the contrary notwithstanding shall be deemed to release, affect or impair Indebtedness or the rights of Lender to enforce its remedies pursuant hereto and to Note, Mortgage and Other Loan Documents, including, without limitation, the right to pursue any remedy for injunctive or other equitable relief.

IN WITNESS WHEREOF, Borrower have caused this Assignment of Rents to be signed by their respective duly authorized officers and general partner on the day and year first above written.

**TRUST:**

LA SALLE NATIONAL TRUST,  
as Trustee of Trust Number 10-27652-09  
and Trust Number 10-29531-09 trust not partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Title: \_\_\_\_\_

**BENEFICIARY:**

ROJO JOINT VENTURE,  
an Illinois general partnership

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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## EXHIBIT "A" LEGAL DESCRIPTION OF LAND

### PARCEL 1:

THAT PART OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE NORTH LINE OF SECTION 16 AFORESAID, 45 LINKS (29.70 FEET) WESTERLY OF THE NORTH EAST CORNER OF LOT 4 IN THE SCHOOL TRUSTEES' SUBDIVISION OF SECTION 16 AFORESAID; THENCE SOUTH 32 DEGREES WEST ALONG A LINE HEREINAFTER REFERRED TO AS LINE 'A' FOR A DISTANCE OF 239.50 FEET TO THE POINT OF BEGINNING OF LAND HEREIN DESCRIBED; THENCE CONTINUE SOUTH 32 DEGREES WEST 432.52 FEET TO A POINT IN THE NORTHEASTERLY LINE OF ALGONQUIN ROAD DEDICATED AS SHOWN ON DOCUMENT 11195785 RECORDED FEBRUARY 2, 1933; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE (BEING A CURVED LINE CONVEX NORTHEASTERLY AND HAVING A RADIUS OF 9649.33 FEET) FOR A DISTANCE OF 443.02 FEET TO A LINE THAT IS 220.50 FEET (AS MEASURED ALONG THE CENTER LINE OF ALGONQUIN ROAD HEREINBEFORE DESCRIBED) NORTHWESTERLY OF AND PARALLEL WITH A LINE WHICH MAKES AN ANGLE OF 58 DEGREES (MEASURED FROM WEST TO THE SOUTH WEST) WITH THE NORTH LINE OF SECTION 16 AFORESAID DRAWN FROM A POINT IN SAID NORTH LINE 660.34 FEET EASTERLY OF THE NORTH QUARTER CORNER OF SECTION 16 AFORESAID; THENCE NORTH 31 DEGREES 01 MINUTES 40 SECONDS EAST ALONG SAID PARALLEL LINE 206.0 FEET TO A POINT 258.0 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE LAST DESCRIBED PARALLEL LINE AND THE CENTER LINE OF ALGONQUIN ROAD; THENCE SOUTH 65 DEGREES 42 MINUTES 09 SECONDS EAST 212.39 FEET TO A POINT IN THE LINE HEREINBEFORE DESCRIBED AS MARKING AN ANGLE OF 58 DEGREES WITH THE NORTH LINE OF SECTION 16 AFORESAID, SAID POINT BEING 946.63 FEET SOUTH 11 DEGREES 01 MINUTES 40 SECONDS WEST FROM THE AFOREMENTIONED POINT IN THE NORTH LINE OF SECTION 16 AFORESAID 660.34 FEET EASTERLY OF THE NORTH QUARTER CORNER THEREOF; THENCE NORTH 31 DEGREES 01 MINUTES 40 SECONDS EAST ALONG SAID 58 DEGREE LINE 304.18 FEET TO A LINE PERPENDICULAR TO LINE 'A' HEREINBEFORE DESCRIBED AND DRAWN THROUGH THE POINT OF BEGINNING; THENCE NORTH 58 DEGREES WEST ALONG SAID PERPENDICULAR LINE 631.91 FEET TO THE POINT OF BEGINNING.

### PARCEL 2:

THAT PART OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH LINE OF SECTION 16, AFORESAID, 658.54 FEET EASTERLY OF THE NORTH QUARTER CORNER THEREOF; THENCE WESTERLY ALONG SAID NORTH LINE 738.44 FEET TO A POINT 45 LINKS WESTERLY OF THE NORTH EAST CORNER OF LOT 4 IN SCHOOL TRUSTEE'S SUBDIVISION OF SECTION 16 AFORESAID; THENCE SOUTH 32 DEGREES WEST ALONG A LINE HEREINAFTER REFERRED TO AS LINE 'A' FOR A DISTANCE OF 239.50 FEET; THENCE SOUTH 58 DEGREES EAST PERPENDICULAR TO LAST DESCRIBED LINE 619.50 FEET TO A LINE PARALLEL WITH LINE 'A' HEREINBEFORE MENTIONED AND DRAWN THROUGH THE POINT OF BEGINNING; THENCE NORTH 32 DEGREES EAST ALONG SAID PARALLEL LINE 641.38 FEET TO THE POINT OF BEGINNING, EXCEPT THEREFROM THAT PART DEDICATED FOR GOLF ROAD AS PER DOCUMENT NUMBER 10488007 RECORDED SEPTEMBER 24, 1929, ALL IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY PARAGRAPH 3(a) AND FOR THE BENEFIT OF PARCEL 2 AS CREATED BY PARAGRAPH 3(b) OF THE STORM SEWER AND DETENTION BASIN EASEMENT AGREEMENT RECORDED JULY 17, 1978 AS DOCUMENT NO. 24538271.

PERMANENT TAX NOS. 08-16-101-007 VOLUME: 050 [AFFECTS PARCEL 1]

08-16-200-066 [AFFECTS PARCEL 2 EXCEPT THE SOUTHEASTERLY 8 FEET]

08-16-200-067 [AFFECTS THE SOUTHEASTERLY 8 FEET OF PARCEL 2 AND OTHER PROPERTY NOT NOW IN QUESTION]

ADDRESS OF PROPERTY: 501-571 GOLF RD. & 702-778 ALGONQUIN RD., ARLINGTON HEIGHTS, IL

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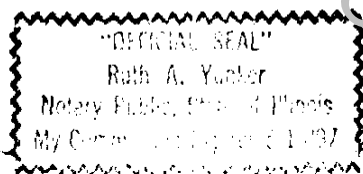
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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Rosemary Collins of LASALLE NATIONAL TRUST, as Trustee aforesaid ("Bank") and Asst. Vice President thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Asst. Vice Pres. and Asst. Secretary, respectively, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, and as the free and voluntary act of Bank, for the uses and purposes therein set forth; and the said Asst. Secy. did also then and there acknowledge that as custodian of the corporate seal of Bank, did affix the said corporate seal thereof to said instrument as his/her/their own free and voluntary act, and as the free and voluntary act of Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of December, 1996.



[Signature]  
Notary Public

My Commission Expires: \_\_\_\_\_

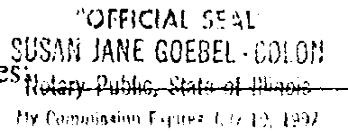
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Donald R. Joseph as Joint Venturer of ROI JOINT VENTURE, an Illinois Partnership ("Partnership"), personally known to me to be a general partner of and personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 11th day of December, 1996.

[Signature]  
Notary Public

My Commission Expires \_\_\_\_\_



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(c) apply Rents and Future Rents to the payment of: i) all costs and expenses incurred in managing Mortgaged Premises (including, but not limited to, the salaries, fees and wages of the managing agent thereof and other employees of Borrower), ii) all expenses of operating and maintaining Mortgaged Premises (including, but not limited to, all taxes, charges, claims, assessments, water rents, sewer rents and other liens and premiums for all insurance coverages which Lender may deem necessary), iii) all costs of alteration, renovation, repair or replacement of Mortgaged Premises, iv) all expenses incident to the taking and retention of possession of Mortgaged Premises, and v) Indebtedness and all costs, expenses and attorneys' fees incurred by Lender by reason hereof in such order of priority as Lender, in its sole discretion, may determine, any statute, law, custom or use to the contrary notwithstanding.

7. Agrees that Lender shall not be:

(a) liable for any loss sustained by Borrower resulting from Lender's failure to let Mortgaged Premises following the occurrence of a Monetary Default, Non-Monetary Default or Lease Default or by reason of any other act or omission of Lender in managing Mortgaged Premises thereafter unless such loss is caused by the willful misconduct or gross negligence of Lender;

(b) obligated to perform or discharge, nor does Lender hereby undertake to perform or discharge, any obligation, duty or liability of Borrower pursuant hereto or pursuant to Existing Leases and Future Leases and Borrower shall, and does hereby agree, to indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred by reason thereof and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants, conditions and agreements required of Borrower pursuant hereto or pursuant to Existing Leases and Future Leases, PROVIDED THAT such indemnification shall not include any liability, loss or damage which may be incurred by Lender by reason of the willful misconduct or gross negligence of Lender or its acts and deeds following the exercise of Lender's rights pursuant hereto or pursuant to Existing Leases and Future Leases.

If Lender incurs any liability pursuant hereto or pursuant to Existing Leases and Future Leases or in defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees (exclusive of any costs, expenses and attorneys' fees incurred by Lender by reason of its gross negligence, willful misconduct or acts and deeds following the exercise of Lender's rights pursuant hereto or pursuant to Existing Leases and Future Leases), shall be secured by Mortgage and Borrower shall reimburse Lender therefor, immediately upon demand, PROVIDED THAT no personal liability shall be imposed upon Borrower except to the extent permitted pursuant to Paragraph 15 hereof. In the event of the failure of Borrower so to do, Lender may, at its option, declare Indebtedness immediately due and payable.

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BY: MARKS, MARKS & KAPLAN : 12-10-96 : 3:17PM : MARKS, MARKS & KAPLAN-

9042202: # 4 / 6

EXHIBIT <sup>B</sup>

NYN  
y : ARLINGTON CENTER

Name

INTELNET, INC.  
GETTYSBURG DEVELOPMENT CORP.  
BANRITSU AMERICA, INC.  
WM. BARTHEL CO.  
AUDIO DIGITAL IMAGING, INC.  
COOMBS ASSOCIATES  
C.W. ELECTRONICS  
PADDOCK PUBLICATIONS, INC.  
IMAGEDOM CORPORATION  
JOHN CRAME, INC.  
EURO VICTORY SPORTS, INC.  
INNOVATIVE COMPONENTS, INC.  
PLOTE, INC.  
CHICAGO FACTORY SERVICE INC.  
BRANSON ULTRASONIC CORP.  
RMT CORPORATION  
EXCOM, INC.  
TELE-TIME SYSTEMS  
EXCOM, INC  
CASSETTE SERVICES  
DIG, INC.  
TRITON CONSUMER PRODUCTS, INC.

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EXHIBIT <sup>B</sup> 2

(continued)

ARLINGTON CENTER

Name

LASER SOLUTIONS

BUDGET SIGN COMPANY

CALL-TECH, INC.

VACANT

GALAXY FILM WORKS

BOB ELMORE & ASSOCIATES

SCC PUMPS, INC.

CHRISTOPHER GLASS & ALUMINUM

B & J SPORTS CARDS

RESTRONICS

DEAN LEE CO., INC.

VACANT

AS PACIFIC USA, LTD.

MIDAS REX

HOME CLEANING CENTERS OF AMER.

MICROFILM ENTERPRISES

GIFT RAPPINGS

PERSONNEL RESEARCH ASSOC., INC.

PRECISION BUSINESS SYSTEMS, INC

ALAN R. YORE & ASSOC.

BLOCKART PRINTS, INC.

CABINET CRAFTERS, INC.

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EXHIBIT <sup>B</sup> 8

(continued)

ARLINGTON CENTER

Name

- 
- CASEY MUFFLER & AUTOMOTIVE
- P. B. OHRSTROM & SONS
- GOULD INSTRUMENT SYSTEMS, INC.
- MIDWEST BUSINESS FORMS
- VACANT
- UNITY COPY-FAX SUPPLIES, INC.
- LEO'S CONNECTORS MOLD, INC.
- INTERCHARGE COMPUTER SERV. INC.
- EXPRESS MARKING INC.
- NORTHERN INFO TECHNOLOGY, INC.
- VACANT
- ELEKTRO-PHYSIK, INC.
- PRECISION ENDOSCOPY OF AM, INC.
- MIDWEST AUDIO
- THE PRESENTATION STORE, LTD.
- PLOTE, INC.
- STORAGE 1
- FACILITIES RESOURCE GROUP, INC
- STORAGE 2

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