

THIS DOCUMENT HAS BEEN  
PREPARED BY:

Robert B. Joselow, Esq.  
SEGER POTTER RICHARDSON  
LUXTON JOSELOW & BROOKS, L.L.P.  
2121 K Street, N.W., Suite 700  
Washington, D.C. 20037

AFTER RECORDATION RETURN TO:  
Robert B. Joselow, Esq.  
SEGER POTTER RICHARDSON  
LUXTON JOSELOW & BROOKS, L.L.P.  
2121 K Street, N.W., Suite 700  
Washington, D.C. 20037

18  
Loan No. 98120366J

COMBINED SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND  
LEASES

THIS AGREEMENT is made this 30<sup>th</sup> day of September, 1998 by LASALLE NATIONAL BANK, N.A., ("Trustee"), not personally or individually, but solely as Trustee under the provisions of that certain Trust Agreement dated November 17, 1992 and known as Trust Number 117587 (the "Trust Agreement") and BEECH POINTE, L.L.C., an Illinois limited liability company, and BEECH POINTE LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiaries") in favor of REILLY MORTGAGE GROUP, INC., a District of Columbia corporation ("Lender"). (Beneficiaries and Trustee, collectively, may be referred to herein as "Assignor." Any reference to the Assignor herein

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shall apply to both the Trustee and Beneficiaries.)

## RECITALS:

A. Simultaneously with the execution of this Agreement, Beneficiaries have directed Trustee, as "Borrower," to execute and deliver to Lender a Multifamily Mortgage, Assignment of Rents and Security Agreement (the "Security Instrument") encumbering the Leasehold Estate in the Land described in Exhibit A attached hereto and made a part hereof by this reference (the "Mortgaged Property"), to secure certain indebtedness of the Trustee and Beneficiaries (the latter as Co-Makers) under a Note (the "Note") dated the same date as the Security Instrument.

B. To induce Lender to make the loan evidenced by the Note, Assignor has agreed to assign to Lender all of Assignor's right, title, and interest in and to certain other property, rents, and revenues and grant a security interest to Lender in certain other collateral, all as more fully set forth herein. This Agreement, the Security Instrument, the Beneficiaries' Undertaking (the "Undertaking"), a Collateral Assignment of Beneficial Interest (the "Collateral Assignment") executed by Beneficiaries, and all other documents related thereto shall be referred to collectively as the "Loan Documents."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby covenants and agrees as follows:

### 1. Grant of Security Interest

This Agreement is a security agreement under the Uniform Commercial Code for any

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of the Mortgaged Property, as that term is defined in the Security Instrument, which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, whether acquired now or in the future, and in all products and cash and non-cash proceeds thereof (collectively, the "UCC Collateral"), and Assignor hereby grants to Lender a security interest in the UCC Collateral.

Assignor shall execute and deliver to Lender upon Lender's request, financing statements, continuation statements and amendments, in such form as Lender may require to perfect or continue the perfection of this security interest. Assignor shall pay all filing costs and all costs and expenses of any record searches or financing statements that Lender may require. Without the prior written consent of Lender, Assignor shall not create or permit to exist any other lien or security interest in any of the UCC Collateral. If an Event of Default, as that term is defined in the Security Instrument, has occurred and is continuing, Lender shall have the remedies of a secured party under the Uniform Commercial Code, in addition to all remedies provided by this Agreement or under applicable law. In exercising any remedies, Lender may exercise its remedies against the UCC Collateral separately or together and in any order, without in any way affecting the availability of Lender's other remedies. This Agreement constitutes a financing statement with respect to any of the UCC Collateral which is or may become a fixture.

**2. Assignment of Rents; Appointment of Receiver; Lender in Possession**

Assignor absolutely and unconditionally assigns and transfers to Lender all Rents, as that term is defined in the Security Instrument. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all Rents and to authorize and empower Lender to collect and receive all Rents without the necessity of further action on the part of Assignor. Promptly upon request by Lender, Assignor agrees to execute

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and deliver such further assignments as Lender may from time to time require. Assignor and Lender intend this assignment of Rents to be immediately effective and to constitute an absolute, present and irrevocable assignment and not an assignment for additional security only. However, if this present, absolute and unconditional assignment of Rents is not enforceable by its terms under the laws of the Property Jurisdiction, as that term is defined in the Security Instrument, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a lien on Rents in favor of Lender, which lien shall be effective as of the date of this Agreement.

After the occurrence of an Event of Default, as that term is defined in the Security Instrument, Assignor authorizes Lender to collect, sue for and compromise Rents and directs each tenant of the Mortgaged Property to pay all Rents to, or as directed by, Lender. However, until the occurrence of an Event of Default, Lender hereby grants Assignor a revocable license to collect and receive all Rents, to hold all Rents in trust for the benefit of Lender and to apply all Rents to pay the installments of interest and principal then due and payable under the Note and the other amounts then due and payable under the other Loan Documents, including Imposition Deposits, as that term is defined in the Security Instrument, and to pay the current costs and expenses of managing, operating and maintaining the Mortgaged Property, including utilities, Taxes, as that term is defined in the Security Instrument, and insurance premiums (to the extent not included in Imposition Deposits), tenant improvements and other capital expenditures. So long as no Event of Default has occurred and is continuing, the Rents remaining after application pursuant to the preceding sentence may be retained by Assignor free and clear of, and released from, the lien created by this Agreement. From and after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, or by a receiver, Assignor's license to collect Rents shall automatically terminate and Lender shall without notice be entitled to all Rents as they become due and payable, including Rents then

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due and unpaid. Assignor shall pay to Lender upon demand all Rents to which Lender is entitled. At any time on or after the date of Lender's demand for Rents, Lender may give, and Assignor hereby irrevocably authorizes Lender to give, notice to all tenants of the Mortgaged Property instructing them to pay all Rents to Lender, no tenant shall be obligated to inquire further as the occurrence or continuance of an Event of Default, and no tenant shall be obligated to pay Assignor any amounts which are actually paid to Lender in response to such a notice. Any such notice by Lender shall be delivered to each tenant personally, by mail or by delivering such demand to each rental unit. Assignor shall not interfere with and shall cooperate with Lender's collection of such Rents.

Assignor represents and warrants to Lender that Assignor has not executed any prior assignment of Rents (other than an assignment of Rents securing indebtedness that will be paid off and discharged with the proceeds of the loan evidenced by the Note), the Assignor has not performed, and Assignor covenants and agrees that it will not perform, any acts and has not executed, and shall not execute, any instrument which would prevent Lender from exercising its rights under this Section 2, and that at the time of execution of this Agreement there has been no anticipation or prepayment of any Rents for more than two months prior to the due dates of such Rents. Assignor shall not collect or accept payment of any Rents more than two months prior to the due dates of such Rents.

If an Event of Default has occurred and is continuing, Lender may, regardless of the adequacy of Lender's security or the solvency of Assignor and even in the absence of waste, enter upon and take and maintain full control of the Mortgaged Property in order to perform all acts that Lender in its discretion determines to be necessary or desirable for the operation and maintenance of the Mortgaged Property, including the execution, cancellation or modification of Leases, as that term is defined in the Security Instrument, the collection of all Rents, the making of repairs to the Mortgaged Property and the execution or termination of contracts

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providing for the management, operation or maintenance of the Mortgaged Property, for the purpose of enforcing the assignment of Rents pursuant to this Section 2, protecting the Mortgaged Property or the security of this Agreement, or for such other purposes as Lender in its discretion may deem necessary or desirable. Alternatively, if an Event of Default has occurred and is continuing, regardless of the adequacy of Lender's security, without regard to Assignor's solvency and without the necessity of giving prior notice (oral or written) to Assignor, Lender may apply to any court having jurisdiction for the appointment of a receiver for the Mortgaged Property to take any or all of the actions set forth in the preceding sentence. If Lender elects to seek the appointment of a receiver for the Mortgaged Property at any time after an Event of Default has occurred and is continuing, Assignor, by its execution of this Agreement, expressly consents to the appointment of such receiver, including the appointment of a receiver *ex parte* if permitted by applicable law. Lender or the receiver, as the case may be, shall be entitled to receive a reasonable fee for managing the Mortgaged Property. Immediately upon appointment of a receiver or immediately upon the Lender's entering upon and taking possession and control of the Mortgaged Property, Assignor shall surrender possession of the Mortgaged Property to Lender or the receiver, as the case may be, and shall deliver to Lender or the receiver, as the case may be, all documents, records (including records on electronic or magnetic media), accounts, surveys, plans, and specifications relating to the Mortgaged Property and all security deposits and prepaid Rents. In the event Lender takes possession and control of the Mortgaged Property, Lender may exclude Assignor and its representatives from the Mortgaged Property. Assignor acknowledges and agrees that the exercise by Lender of any of the rights conferred under this Section 2 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and Improvements, as those terms are defined in the Security Instrument.

If Lender enters the Mortgaged Property, Lender shall be liable to account only to

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Assignor and only for those Rents actually received. Lender shall not be liable to Assignor, anyone claiming under or through Assignor or anyone having an interest in the Mortgaged Property, by reason of any act or omission of Lender under this Section 2, and Assignor hereby releases and discharges Lender from any such liability to the fullest extent permitted by law.

If the Rents are not sufficient to meet the costs of taking control of and managing the Mortgaged Property and collecting the Rents, any funds expended by Lender for such purposes shall become an additional part of the Indebtedness, as that term is defined in the Security Instrument, as provided in Section 12 of the Security Instrument.

Any entering upon and taking of control of the Mortgaged Property by Lender or the receiver, as the case may be, and any application of Rents as provided in this Agreement and the Security Instrument shall not cure or waive any Event of Default or invalidate any other right or remedy of Lender under applicable law or provided for in this Agreement.

### **3. ASSIGNMENT OF LEASES; LEASES AFFECTING THE MORTGAGED PROPERTY.**

As part of the consideration for the Indebtedness, Assignor absolutely and unconditionally assigns and transfers to Lender all of Assignor's right, title and interest in, to and under the Leases, including Assignor's right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease. It is the intention of Assignor to establish a present, absolute and irrevocable transfer and assignment to Lender of all of Assignor's right, title and interest in, to and under the Leases. Assignor and Lender intend this Assignment of the Leases to be immediately effective and to constitute an absolute present assignment and not an assignment for additional security only. However, if this present,

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absolute and unconditional assignment of the Leases is not enforceable by its terms under the laws of the Property Jurisdiction, then it is the intention of the Assignor and Lender that in this circumstance this Agreement create and perfect a lien on the Leases in favor of Lender, which lien shall be effective as of the date of this Agreement. However, until Lender gives notice to Assignor of Lender's exercise of its rights under this Section 3, Assignor shall have all rights, power and authority granted to Assignor under any Lease (except as otherwise limited by this or any other provision of this Agreement or the Security Instrument), including the right, power and authority to modify the terms of any Lease or extend or terminate any Lease. Upon the occurrence of an Event of Default, the permission given to Assignor pursuant to the preceding sentence to exercise all rights, power and authority under Leases shall automatically terminate. Assignor shall comply with and observe Assignor's obligations under all Leases, including Assignor's obligations pertaining to the maintenance and disposition of tenant security deposits.

Assignor acknowledges and agrees that the exercise by Lender, either directly or by a receiver, of any of the rights conferred under this Section 3 shall not be construed to make Lender a mortgagee-in-possession of the Mortgaged Property so long as Lender has not itself entered into actual possession of the Land and the Improvements. The acceptance by Lender of this assignment shall not at any time or in any event obligate Lender to take any action under this Agreement or to expend any money or to incur any expenses. Lender shall not be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property. Prior to Lender's actual entry into and taking possession of the Mortgaged Property, this assignment shall not (i) obligate Lender to perform any of the terms, covenants and conditions contained in any Lease (or otherwise impose any obligation upon Lender with respect to any Lease); (ii) obligate Lender to appear in or defend any action or proceeding relating to the Lease or the Mortgaged Property; or (iii) impose upon Lender any responsibility for the operation, control, care,

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management or repair of the Mortgaged Property or any portion of the Mortgaged Property. The execution of this Agreement by Assignor shall constitute conclusive evidence that all responsibility for the operation, control, care, management and repair of the Mortgaged Property is and shall be that of Assignor, prior to such actual entry and taking of possession.

Upon delivery of notice by Lender to Assignor of Lender's exercise of Lender's rights under this Section 3 at any time after the occurrence of an Event of Default, and without the necessity of Lender entering upon and taking and maintaining control of the Mortgaged Property directly, by a receiver, or by any other manner or proceeding permitted by the laws of the Property Jurisdiction, Lender immediately shall have all rights, powers and authority granted to Assignor under any Lease, including the right, power and authority to modify the terms of any such Lease, or extend or terminate any such Lease.

Assignor shall, promptly upon Lender's request, deliver to Lender an executed copy of each residential Lease then in effect. All Leases for residential dwelling units shall be on forms approved by Lender, shall be for initial terms of at least six months and not more than two years, and shall not include options to purchase.

Assignor shall not lease any portion of the Mortgaged Property for non-residential use except with the prior written consent of Lender and Lender's prior written approval of the Lease agreement. Assignor shall not modify the terms of, or extend or terminate, any Lease for non-residential use (including any Lease in existence on the date of this Agreement) without the prior written consent of Lender. Assignor shall, without request by Lender, deliver an executed copy of each non-residential Lease to Lender promptly after such Lease is signed. All non-residential Leases, including renewals or extensions of existing Leases, shall specifically provide that (1) such Leases are subordinate to the lien of this Agreement; (2) the tenant shall attorn to Lender and any purchaser at a foreclosure sale, such attornment to be

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self-executing and effective upon acquisition of title to the Mortgaged Property by any purchaser at a foreclosure sale or by Lender in any manner; (3) the tenant agrees to execute such further evidences of attornment as Lender or any purchaser at a foreclosure sale may from time to time request; (4) the Lease shall not be terminated by foreclosure or any other transfer of the Mortgaged Property; (5) after a foreclosure sale of the Mortgaged Property, Lender or any other purchaser at such foreclosure sale may, at Lender's or such purchaser's option, accept or terminate such Lease; and (6) the tenant shall, upon receipt after the occurrence of an Event of Default of a written request from Lender, pay all Rents payable under the Lease to Lender.

Assignor shall not receive or accept Rent under any Lease (whether residential or non-residential) for more than two months in advance.

(The UCC Collateral, the Rents and the Leases shall be collectively referred to in this Agreement as the "Supplemental Collateral".)

#### 4. Title to Supplemental Collateral

Except for the security interest of Lender, Assignor is the owner of all of the Supplemental Collateral, free from any lien, security interest, encumbrance or other right, title or interest of any other individual or entity. Assignor shall defend the Supplemental Collateral against all claims and demands of all persons at any time claiming the Supplemental Collateral or any interest in the Supplemental Collateral adverse to Lender.

There is no financing statement now on file in any public office which refers to, describes, or includes any of the Supplemental Collateral. So long as any indebtedness, liabilities, or obligations of Beneficiaries or Trustee to Lender remain unpaid or unperformed,

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Assignor will not make any further assignment or pledge of the Supplemental Collateral in whole or in part and will not execute or file any financing statement or statements describing or attempting to describe the Supplemental Collateral.

## 5. Security

This Agreement is made and given as security for: (a) payment in full of all principal, interest, and other charges now or hereafter payable under the Note and/or the Loan Documents; (b) performance of all of the obligations imposed upon the Trustee pursuant to the Loan Documents; (c) performance by Beneficiaries of all of Beneficiaries' obligations pursuant to the Undertaking; and (d) payment in full of all expenses and charges, including attorneys' fees and expenses paid or incurred by Lender in realizing or protecting the Supplemental Collateral or the obligations secured by this Agreement.

All funds advanced by Lender for any purpose authorized by the Note or the Loan Documents, or for the protection of the Property, the Collateral (as defined in the Collateral Assignment of Beneficial Interest), the Supplemental Collateral, or the lien of Lender thereon, and all expenses paid or incurred in connection therewith, including attorneys' fees, shall be additional indebtedness secured by the security interest created by this Agreement and become immediately due and payable without notice and with interest upon a default, at the applicable rate set forth in the Note, by Trustee or Beneficiary in the performance of their obligations under the Note or the Loan Documents.

Assignor agrees to deliver to Lender such confirmatory instruments as Lender may reasonably request to evidence and perfect such security interest, which may include appropriate financing statements under the Uniform Commercial Code, as well as any extensions, renewals and amendments which Lender may require.

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## 6. Remedies of Lender

At any time that an Event of Default exists under the Security Instrument, regardless of whether or not the maturity of the principal of the Note is accelerated, Lender shall have the remedies of a secured party under the Uniform Commercial Code and, at Lender's option, may exercise any one or more of the rights or remedies set forth in the Note or the Loan Documents. Any requirement of the Uniform Commercial Code for reasonable notice shall be met if the notice is given in accordance with the requirements of Section 11, at least twenty (20) business days prior to the time of the sale, disposition or other event or thing giving rise to the requirement of notice (which period and method of giving notice is hereby agreed to be commercially reasonable). In exercising any of its remedies, Lender may proceed against the items of real property and any items of personal property comprising the Supplemental Collateral separately or together and in any order, without in anyway affecting the availability of Lender's remedies under the Code or of the remedies provided in this Agreement or any other Loan Documents. The right of Lender to be the purchaser for its own account at any sale or other disposition of the Supplemental Collateral shall not be affected by the fact that Lender is or may be now or at the time of such sale or disposition record titleholder to the Supplemental Collateral, nor shall that fact in any manner affect the rights of Lender to sell, dispose of or otherwise deal with the security interest granted in this Agreement.

Any and all net proceeds realized by Lender pursuant to this Section 6, after first deducting all legal or other costs and expenses incurred by Lender in effecting such realization, shall be applied to pay any or all of the Indebtedness as Lender shall deem proper, with any surplus to be returned to Assignor. Upon full payment and performance of all Indebtedness, obligations and liabilities hereby secured, Lender agrees to release this Agreement and the lien or charge created hereby. The recorded satisfaction or release of the Security Instrument shall automatically effect the release of this Agreement.

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## 7. Restrictions on Transfer of Supplemental Collateral

Assignor agrees not to transfer, convey, assign, or encumber any of its interest in the Supplemental Collateral without the prior written consent of Lender, except as expressly permitted in the Security Instrument and the Collateral Assignment.

## 8. Remedies

All rights and remedies set forth in this Agreement or afforded by law or equity are in the alternative and are cumulative, and may be exercised concurrently, independently, or successively, in any order.

## 9. No Waiver

No delay on the part of Lender in the exercise of any right or remedy shall operate as a waiver, and no single or partial exercise by Lender of any right or remedy shall preclude other or further exercise of any other right or remedy; nor shall any modification or waiver of any of the provisions of this Agreement be binding upon Lender except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No action of Lender permitted by this Agreement shall in any way affect or impair the rights of Lender and the obligations of Beneficiary under this Agreement except as expressly set forth in a writing duly signed and delivered on behalf of Lender. No right or power of the Borrower, the Beneficiaries, or anyone else to assert any claim or defense as to the invalidity or unenforceability of any of the Obligations shall affect or impair the obligations of Beneficiaries under this Agreement.

## 10. Governing Law; Severability

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This Agreement shall be governed by the law of the Property Jurisdiction. In the event that any provision of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement which can be given effect without the conflicting provisions, and to this end the provisions of this Agreement are declared to be severable.

## 11. Notices

Except for any notice required under applicable law to be given in another manner, any notice required to be given pursuant to this Agreement shall be deemed to have been given on the second day after it is deposited with the United States postal service, postage prepaid, certified mail, return receipt requested, addressed to the party to whom such notice is required to be given at the address set forth below, or at such other place as such party may have designated in writing in accordance with this Section:

(a) If to Beneficiaries:

c/o Mr. Nathan Weiss  
Mr. Gadi Cohen  
Beech Pointe, L.L.C.  
2510 Greenview  
Northbrook, Illinois 60062

(b) If to Lender:

2000 Corporate Ridge, Suite 925  
McLean, Virginia 22102

(c) If to Trustee:

120 N. LaSalle Street  
Chicago, Illinois 60603

## 12. Survival of Covenants

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The covenants contained in this Agreement shall survive any transfer of the beneficial interest in the Trust, any transfer by Lender of the Note or the Security Instruments, and any conveyance of the Property by Trustee.

### 13. Trustee's Exculpation

This Agreement is executed by the undersigned Trustee, not personally or individually, but as trustee of the land trust which holds title to the Mortgaged Property, in the exercise of the power and authority conferred upon and vested in it as trustee. It is expressly understood and agreed by each original and successive owner or holder of this Agreement that nothing contained in this Agreement shall be construed as creating any liability on the Trustee in its personal or individual capacity under this Agreement, and that any recovery against the Trustee under this Agreement shall be solely against and out of the Mortgaged Property.

### 14. WAIVER OF TRIAL BY JURY

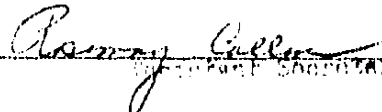
ASSIGNOR AND LENDER EACH (A) AGREES NOT TO ELECT A TRIAL BY JURY WITH RESPECT TO ANY ISSUE ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES AS LENDER AND ASSIGNOR THAT IS TRIABLE OF RIGHT BY A JURY AND (B) WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH ISSUE TO THE EXTENT THAT ANY SUCH RIGHT EXISTS NOW OR IN THE FUTURE. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN BY EACH PARTY, KNOWINGLY AND VOLUNTARILY WITH THE BENEFIT OF COMPETENT LEGAL COUNSEL.

IN WITNESS WHEREOF, Trustee and Beneficiaries have executed this Agreement the day and year first above written.

Trustee:

LASALLE NATIONAL BANK, N.A.,  
not personally or individually, but solely as  
Trustee as set forth above

WITNESS/ATTEST:

  
\_\_\_\_\_  
Ramsey Green  
Trustee

By: Nancy A. Carlin

Title: Trustee

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STATE OF ILLINOIS, COOK County ss

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Nancy A. Cairns of LaSalle National Trust, N.A., not personally or individually, but solely as Trustee under the provisions of that certain Trust Agreement dated November 17, 1992 and known as Trust Number 117587, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee appeared before me this day, in person, and acknowledged that (s)he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking corporation, as Trustee, for the uses and purposes therein set forth; and the said Trustee did also then and there acknowledge that he/she, as custodian of the corporate seal of said banking corporation, did affix the said corporate seal of said banking corporation to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said banking corporation as Trustee for the uses and purposes herein set forth.

Given under my hand and notarial seal this 29th day of September, 1998.

[Signature]  
Notary Public

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

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**Beneficiaries:**

**WITNESS/ATTEST:**

BEECH POINTE, L.L.C., an Illinois limited liability company

Steven Blumberg

By: Nathan D Weiss  
Nathan Weiss, Member

Steven Blumberg

By: Gadi Cohen  
Gadi Cohen, Member

BEECH POINTE LIMITED PARTNERSHIP, an Illinois limited partnership

By: Banner Equities Limited Partnership, an Illinois limited partnership, its general partner

**WITNESS/ATTEST:**

By: Banner Investments, Inc., an Illinois corporation, its general partner

Steven Blumberg

By: [Signature]  
Banner Investments, Inc.

STATE OF ILLINOIS, Cook County ss:

The foregoing instrument was acknowledged before me this 30 day of September, 1998 by Nathan Weiss and Gadi Cohen, Members of Beech Pointe, L.L.C., an Illinois limited liability company, and Banner Investments, Inc. of Banner Investments, Inc., an Illinois corporation, general partner of Banner Equities Limited Partnership, an Illinois limited partnership, general partner of Beech Pointe Limited Partnership, an Illinois limited partnership, on behalf of the limited partnership.

[Signature]  
Notary Public

My Commission Expires:



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## EXHIBIT A

### LEGAL DESCRIPTION

#### FOR BEECH POINTE APARTMENTS

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF SAID SOUTH EAST 1/4 50.0 FEET, RIGHT ANGLES MEASURED EAST FROM THE WEST LINE OF SAID SOUTH EAST 1/4; THENCE NORTH PARALLEL WITH SAID WEST LINE 454.03 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 366.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 70.0 FEET, THENCE EAST PARALLEL WITH SAID SOUTH LINE 276.68 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 44.0 FEET; THENCE EAST PARALLEL TO SAID SOUTH LINE, 400.0 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, 85.0 FEET THENCE EAST PARALLEL WITH SAID SOUTH LINE, 218.65 FEET TO THE EAST LINE OF THE WEST 1/2 OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG SAID EAST LINE, 254.65 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE WEST ALONG SAID SOUTH LINE 1272.55 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THAT PART THEREOF FALLING IN BEECH STREET AS DEDICATED BY PLAT REGISTERED ON JULY 2, 1976 AS DOCUMENT NUMBER 2879286 AND EXCEPT THAT PART CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED AS DOCUMENT 26033299 AND FILED AS DOCUMENT LR3241208), IN COOK COUNTY, ILLINOIS.

07-22-403-004-0000

60 E. Beech Street, Schaumburg

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