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Cook County Recorder 143.00

INLAND REAL ESTATE BSC I LLC, as assignor
(Borrower)

to

BEAR, STEARNS FUNDING, INC., as assignee
(Lender)

27-P

ASSIGNMENT OF LEASES AND KENTS

Dated: As of May 12, 1999

Location: See Exhibit B attached hereto

PREPARED BY AND UPON
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft
100 Maiden Lane
New York, New York 10038

Attention: Reese Mason, Esq.

1803528-122PK

Property of Cook County Clerk's Office

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made as of the 12th day of May, 1999, by INLAND REAL ESTATE BSC I LLC, a Delaware limited liability company, as assignor, having its principal place of business at 2901 Butterfield Road, Oak Brook, Illinois 60523 ("Borrower") to BEAR, STEARNS FUNDING, INC., a Delaware corporation, as assignee, having an address at 245 Park Avenue, New York, New York 10167 ("Lender").

W I T N E S S E T H:

WHEREAS, this Assignment is given to secure a loan in the principal sum of Fifty-Seven Million Four Hundred Fifty Thousand and No/100 Dollars (\$57,450,000.00) (the "Loan") made by Lender to the Borrower pursuant to that certain Loan Agreement dated as of the date hereof (the "Loan Agreement") and evidenced by that certain Promissory Note dated the date hereof made by Borrower to Lender (the "Note"); and

WHEREAS, Borrower desires to secure the payment of the Debt (as defined in the Loan Agreement) and the performance of all of its obligations under the Note, the Loan Agreement and the other Loan Documents.

NOW THEREFORE, in consideration of the making of the Loan by Lender and the covenants, agreements, representations and warranties set forth in this Assignment:

ARTICLE 1

ASSIGNMENT

Section 1.1 Property Assigned. Borrower hereby absolutely and unconditionally assigns and grants to Lender the following property, rights, interests and estates, now owned, or hereafter acquired by Borrower:

(a) Leases. All existing and future leases, subleases, licenses, franchises, concessions or grants of other possessory interests, tenancies, and any other agreements affecting the use, possession, enjoyment, or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A annexed hereto and made a part hereof, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (collectively, the "Property") and the right, title and interest of Borrower, its successors and assigns, therein and thereunder.

(b) Other Leases and Agreements. All other leases and other agreements, whether or not in writing, affecting the use, enjoyment or occupancy of the Property or any portion thereof now or hereafter made, whether made before or after the filing by or against Borrower of any petition for relief under 11 U.S.C. §101 et seq., as the same may be amended from time to time (the "Bankruptcy Code") together with any extension, renewal or replacement of the same, this Assignment of other present and future leases and

present and future agreements being effective without further or supplemental assignment. The leases described in Subsection 1.1(a) and the leases and other agreements described in this Subsection 1.1(b), together with all other present and future leases and present and future agreements and any extension or renewal of the same are collectively referred to as the "Leases".

(c) Rents. All rents, additional rents, revenues, income, issues and profits arising from the Leases and renewals and replacements thereof and any cash or security deposited in connection therewith and together with all rents, revenues, income, issues and profits (including all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Property whether paid or accruing before or after the filing by or against Borrower of any petition for relief under the Bankruptcy Code (collectively, the "Rents").

(d) Bankruptcy Claims. All of Borrower's claims and rights (the "Bankruptcy Claims") to the payment of damages arising from any rejection by a lessee of any Lease under the Bankruptcy Code.

(e) Lease Guaranties. All of Borrower's right, title and interest in and claims under any and all lease guaranties, letters of credit and any other credit support (individually, a "Lease Guaranty", collectively, the "Lease Guaranties") given by any guarantor in connection with any of the Leases or leasing commissions (individually, a "Lease Guarantor", collectively, the "Lease Guarantors") to Borrower.

(f) Proceeds. All proceeds from the sale or other disposition of the Leases, the Rents, the Lease Guaranties and the Bankruptcy Claims.

(g) Other. All rights, powers, privileges, options and other benefits of Borrower as lessor under the Leases and beneficiary under the Lease Guaranties, including without limitation the immediate and continuing right to make claim for, receive, collect and receipt for all Rents payable or receivable under the Leases and all sums payable under the Lease Guaranties or pursuant thereto (and to apply the same to the payment of the Debt or the Other Obligations), and to do all other things which Borrower or any lessor is or may become entitled to do under the Leases or the Lease Guaranties.

(h) Entry. The right, at Lender's option, upon revocation of the license granted herein, to enter upon the Property in person, by agent or by court-appointed receiver, to collect the Rents.

(i) Power of Attorney. Borrower's irrevocable power of attorney, coupled with an interest, to take any and all of the actions set forth in Section 3.1 of this Assignment and any or all other actions designated by Lender for the proper management and preservation of the Property.

(j) Other Rights and Agreements. Any and all other rights of Borrower in and to the items set forth in subsections (a) through (i) above, and all amendments, modifications, replacements, renewals and substitutions thereof.

ARTICLE 2

TERMS OF ASSIGNMENT

Section 2.1 Present Assignment and License Back. It is intended by Borrower that this Assignment constitute a present, absolute assignment of the Leases, Rents, Lease Guaranties and Bankruptcy Claims, and not an assignment for additional security only. Nevertheless, subject to the terms of this Section 2.1, Lender grants to Borrower a revocable license to collect, receive, use and enjoy the Rents and other sums due under the Lease Guaranties. Borrower shall hold the Rents and all sums received pursuant to any Lease Guaranty, or a portion thereof sufficient to discharge all current sums due on the Debt, in trust for the benefit of Lender for use in the payment of such sums.

Section 2.2 Notice to Lessees. Borrower hereby authorizes and directs the lessees named in the Leases or any other future lessees or occupants of the Property and all Lease Guarantors to pay over to Lender or to such other party as Lender directs all Rents and all sums due under any Lease Guaranties upon receipt from Lender of written notice to the effect that Lender is then the holder of this Assignment and that an Event of Default (as defined in the Loan Agreement) exists, and to continue so to do until otherwise notified by Lender.

Section 2.3 Incorporation by Reference. All representations, warranties, covenants, conditions and agreements contained in the Loan Agreement and the other Loan Documents as same may be modified, renewed, substituted or extended are hereby made a part of this Assignment to the same extent and with the same force as if fully set forth herein.

ARTICLE 3

REMEDIES

Section 3.1 Remedies of Lender. Upon or at any time after the occurrence and during the continuance of an Event of Default, the license granted to Borrower in Section 2.1 of this Assignment shall automatically be revoked, and Lender shall immediately be entitled to possession of all Rents and sums due under any Lease Guaranties, whether or not Lender enters upon or takes control of the Property. In addition, Lender may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Debt, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess Borrower and its agents and servants from the Property, without liability for trespass, damages or otherwise and exclude Borrower and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as Lender may deem proper and either with or without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents and sums due under all Lease Guaranties, including those 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 may apply the Rents and sums received pursuant to any Lease Guaranties to the payment of the following in such order and proportion as Lender in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all

expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Lender may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Debt, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, Lender, at its option, may (1) complete any construction on the Property in such manner and form as Lender deems advisable, (2) exercise all rights and powers of Borrower, including, without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease Guaranties, (3) either require Borrower to pay monthly in advance to Lender, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of Borrower or (4) require Borrower to vacate and surrender possession of the Property to Lender or to such receiver and, in default thereof, Borrower may be evicted by summary proceedings or otherwise.

Section 3.2 Other Remedies. Nothing contained in this Assignment and no act done or omitted by Lender pursuant to the power and rights granted to Lender hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Agreement, the Note, or the other Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms thereof. The right of Lender to collect the Debt and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Borrower hereby absolutely, unconditionally and irrevocably waives any and all rights to assert any setoff, counterclaim or crossclaim of any nature whatsoever with respect to the obligations of Borrower under this Assignment, the Loan Agreement, the Note, the other Loan Documents or otherwise with respect to the Loan in any action or proceeding brought by Lender to collect same, or any portion thereof, or to enforce and realize upon the lien and security interest created by this Assignment, the Loan Agreement, the Note, or any of the other Loan Documents (provided, however, that the foregoing shall not be deemed a waiver of Borrower's right to assert any compulsory counterclaim if such counterclaim is compelled under local law or rule of procedure, nor shall the foregoing be deemed a waiver of Borrower's right to assert any claim which would constitute a defense, setoff, counterclaim or crossclaim of any nature whatsoever against Lender in any separate action or proceeding).

Section 3.3 Other Security. Lender may take or release other security for the payment of the Debt, may release any party primarily or secondarily liable therefor and may apply any other security held by it to the reduction or satisfaction of the Debt without prejudice to any of its rights under this Assignment.

Section 3.4 Non-Waiver. The exercise by Lender of the option granted it in Section 3.1 of this Assignment and the collection of the Rents and sums due under the Lease Guaranties and the application thereof as herein provided shall not be considered a waiver of any default by Borrower under the Note, the Loan Agreement, the Leases, this Assignment or the

other Loan Documents. The failure of Lender to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Borrower shall not be relieved of Borrower's obligations hereunder by reason of (a) the failure of Lender to comply with any request of Borrower or any other party to take any action to enforce any of the provisions hereof or of the Loan Agreement, the Note or the other Loan Documents, (b) the release regardless of consideration, of the whole or any part of the Property, or (c) any agreement or stipulation by Lender extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Loan Agreement, the Note, or the other Loan Documents. Lender may resort for the payment of the Debt to any other security held by Lender in such order and manner as Lender, in its discretion, may elect. Lender may take any action to recover the Debt, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Lender thereafter to enforce its rights under this Assignment. The rights of Lender under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Lender shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

Section 3.5 Bankruptcy. (a) Upon or at any time after the occurrence of an Event of Default, Lender shall have the right to proceed in its own name or in the name of Borrower in respect of any claim, suit, action or proceeding relating to the rejection of any Lease, including, without limitation, the right to file and prosecute, to the exclusion of Borrower, any proofs of claim, complaints, motions, applications, notices and other documents, in any case in respect of the lessee under such Lease under the Bankruptcy Code.

(b) If there shall be filed by or against Borrower a petition under the Bankruptcy Code, and Borrower, as lessor under any Lease, shall determine to reject such Lease pursuant to Section 365(a) of the Bankruptcy Code, then Borrower shall give Lender not less than ten (10) days' prior notice of the date on which Borrower shall apply to the bankruptcy court for authority to reject the Lease. Lender shall have the right, but not the obligation, to serve upon Borrower within such ten-day period a notice stating that (i) Lender demands that Borrower assume and assign the Lease to Lender pursuant to Section 365 of the Bankruptcy Code and (ii) Lender covenants to cure or provide adequate assurance of future performance under the Lease. If Lender serves upon Borrower the notice described in the preceding sentence, Borrower shall not seek to reject the Lease and shall comply with the demand provided for in clause (i) of the preceding sentence within thirty (30) days after the notice shall have been given, subject to the performance by Lender of the covenant provided for in clause (ii) of the preceding sentence.

ARTICLE 4

NO LIABILITY, FURTHER ASSURANCES

Section 4.1 No Liability of Lender. This Assignment shall not be construed to bind Lender to the performance of any of the covenants, conditions or provisions contained in any Lease or Lease Guaranty or otherwise impose any obligation upon Lender. Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Property after an Event of Default or from any other act or omission of Lender in managing the Property after an Event of Default unless such loss is caused by the willful misconduct and bad faith of

Lender. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or any Lease Guaranties or under or by reason of this Assignment and Borrower shall, and hereby agrees to, indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases, any Lease Guaranties or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases or any Lease Guaranties. Should Lender incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured by this Assignment and by the Mortgage encumbering the Property and the other Loan Documents and Borrower shall reimburse Lender therefor immediately upon demand and upon the failure of Borrower so to do Lender may, at its option, declare all sums secured by this Assignment and by the Mortgage encumbering the Property and the other Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases or any Lease Guaranties; nor shall it operate to make Lender responsible or liable for any waste committed on the Property by the tenants or any other parties, or for any dangerous or defective condition of the Property including, without limitation, the presence of any Hazardous Substances (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

Section 4.2 No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Property by Lender. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

Section 4.3 Further Assurances. Borrower will, at the cost of Borrower, and without expense to Lender, do, execute, acknowledge and deliver all and every such further acts, conveyances, assignments, notices of assignments, transfers and assurances as Lender shall, from time to time, require for the better assuring, conveying, assigning, transferring and confirming unto Lender the property and rights hereby assigned or intended now or hereafter so to be, or which Borrower may be or may hereafter become bound to convey or assign to Lender, or for carrying out the intention or facilitating the performance of the terms of this Assignment or for filing, registering or recording this Assignment and, on demand, will execute and deliver and hereby authorizes Lender to execute in the name of Borrower to the extent Lender may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien and security interest hereof in and upon the Leases.

ARTICLE 5

MISCELLANEOUS PROVISIONS

Section 5.1 Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail.

Section 5.2 No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Borrower or Lender, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

Section 5.3 General Definitions. All capitalized terms not defined herein shall have the respective meanings set forth in the Loan Agreement. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Borrower" shall mean "each Borrower and any subsequent owner or owners of the Property or any part thereof or interest therein," the word "Lender" shall mean "Lender and any subsequent holder of the Note, the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Loan Agreement, the word "Property" shall include any portion of the Property and any interest therein, the phrases "attorneys' fees," "legal fees" and "counsel fees" shall include any and all attorney's, paralegal and law clerk fees and disbursements, including, but not limited to, fees and disbursements at the pre-trial, trial and appellate levels incurred or paid by Lender in protecting its interest in the Property, the Leases and the Rents and enforcing its rights hereunder; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

Section 5.4 Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

Section 5.5 Governing Law. (A) THIS ASSIGNMENT WAS NEGOTIATED IN THE STATE OF NEW YORK, AND MADE BY BORROWER AND ACCEPTED BY LENDER IN THE STATE OF NEW YORK, AND THE PROCEEDS OF THE NOTE SECURED HEREBY WERE DISBURSED FROM THE STATE OF NEW YORK, WHICH STATE THE PARTIES AGREE HAS A SUBSTANTIAL RELATIONSHIP TO THE PARTIES AND TO THE UNDERLYING TRANSACTION EMBODIED HEREBY, AND IN ALL RESPECTS, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS ASSIGNMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE (WITHOUT REGARD TO PRINCIPLES OF CONFLICT LAWS) AND ANY APPLICABLE LAW OF THE

UNITED STATES OF AMERICA, EXCEPT THAT AT ALL TIMES THE PROVISIONS FOR THE CREATION, PERFECTION, AND ENFORCEMENT OF THE LIENS AND SECURITY INTERESTS CREATED PURSUANT HERETO AND PURSUANT TO THE OTHER LOAN DOCUMENTS WITH RESPECT TO THE PROPERTY SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAW OF THE STATE IN WHICH THE PROPERTY IS LOCATED, IT BEING UNDERSTOOD THAT, TO THE FULLEST EXTENT PERMITTED BY THE LAW OF SUCH STATE, THE LAW OF THE STATE OF NEW YORK SHALL GOVERN THE CONSTRUCTION, VALIDITY AND ENFORCEABILITY OF ALL LOAN DOCUMENTS AND ALL OF THE OBLIGATIONS ARISING HEREUNDER OR THEREUNDER. TO THE FULLEST EXTENT PERMITTED BY LAW, BORROWER HEREBY UNCONDITIONALLY AND IRREVOCABLY WAIVES ANY CLAIM TO ASSERT THAT THE LAW OF ANY OTHER JURISDICTION GOVERNS THIS ASSIGNMENT AND THE NOTE, AND THIS ASSIGNMENT AND THE NOTE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK PURSUANT TO SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(B) ANY LEGAL SUIT, ACTION OR PROCEEDING AGAINST LENDER OR BORROWER ARISING OUT OF OR RELATING TO THIS ASSIGNMENT MAY AT LENDER'S OPTION BE INSTITUTED IN ANY FEDERAL OR STATE COURT IN THE CITY OF NEW YORK, COUNTY OF NEW YORK, PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, AND BORROWER WAIVES ANY OBJECTIONS WHICH IT MAY NOW OR HEREAFTER HAVE BASED ON VENUE AND/OR FORUM NON CONVENIENS OF ANY SUCH SUIT, ACTION OR PROCEEDING, AND BORROWER HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUIT, ACTION OR PROCEEDING. BORROWER DOES HEREBY DESIGNATE AND APPOINT

CT CORPORATION SYSTEMS
1633 BROADWAY
NEW YORK, NEW YORK 10019

AS ITS AUTHORIZED AGENT TO ACCEPT AND ACKNOWLEDGE ON ITS BEHALF SERVICE OF ANY AND ALL PROCESS WHICH MAY BE SERVED IN ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY FEDERAL OR STATE COURT IN NEW YORK, NEW YORK, AND AGREES THAT SERVICE OF PROCESS UPON SAID AGENT AT SAID ADDRESS AND WRITTEN NOTICE OF SAID SERVICE MAILED OR DELIVERED TO BORROWER IN THE MANNER PROVIDED HEREIN SHALL BE DEEMED IN EVERY RESPECT EFFECTIVE SERVICE OF PROCESS UPON BORROWER IN ANY SUCH SUIT, ACTION OR PROCEEDING IN THE STATE OF NEW YORK. BORROWER (I) SHALL GIVE PROMPT NOTICE TO LENDER OF ANY CHANGED ADDRESS OF ITS AUTHORIZED AGENT HEREUNDER, (II) MAY AT ANY TIME AND FROM TIME TO TIME DESIGNATE A SUBSTITUTE AUTHORIZED AGENT WITH AN OFFICE IN NEW YORK, NEW YORK (WHICH SUBSTITUTE AGENT AND OFFICE SHALL BE DESIGNATED AS THE PERSON

AND ADDRESS FOR SERVICE OF PROCESS), AND (III) SHALL PROMPTLY DESIGNATE SUCH A SUBSTITUTE IF ITS AUTHORIZED AGENT CEASES TO HAVE AN OFFICE IN NEW YORK, NEW YORK OR IS DISSOLVED WITHOUT LEAVING A SUCCESSOR.

Section 5.6 Termination of Assignment. Upon payment in full of the Debt, this Assignment shall become and be void and of no effect.

Section 5.7 Notices. All notices or other written communications hereunder shall be delivered in accordance with Section 10.6 of the Loan Agreement.

Section 5.8 Waiver of Trial by Jury. **BORROWER HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THE LOAN EVIDENCED BY THE NOTE, THE APPLICATION FOR THE LOAN EVIDENCED BY THE NOTE, THIS ASSIGNMENT, THE NOTE, OR THE OTHER LOAN DOCUMENTS OR ANY ACTS OR OMISSIONS OF LENDER, ITS OFFICERS, EMPLOYEES, DIRECTORS OR AGENTS IN CONNECTION THEREWITH.**

Section 5.9 Exculpation. The provisions of Section 9.4 of the Loan Agreement are hereby incorporated by reference into this Assignment to the same extent and with the same force as if fully set forth herein.

Section 5.10 Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of Borrower and Lender and their respective successors and assigns forever.

Section 5.11 Headings, Etc. The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

[NO FURTHER TEXT ON THIS PAGE]

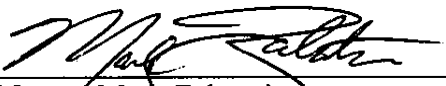
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IN WITNESS WHEREOF, Borrower has executed this instrument the day and year first above written.

INLAND REAL ESTATE BSC I LLC, a Delaware
limited liability company

By: Inland Real Estate BSC I Corporation, a
Delaware corporation, its member

By: 
Name: Mark Zalatoris
Title: Vice President

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STATE OF Illinois)
)ss.:
COUNTY OF DeWitt)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Mark Zalatoris, Vice President of INLAND REAL ESTATE BSC I CORPORATION, a Delaware corporation, the member of INLAND REAL ESTATE BSC I LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Vice President of said INLAND REAL ESTATE LB I CORPORATION, the member of INLAND REAL ESTATE BSC I LLC as his own free and voluntary act and as the free and voluntary act of said INLAND REAL ESTATE BSC I CORPORATION, the member of said INLAND REAL ESTATE BSC I LLC as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of May, 1999.



Mary V. Cooper
Notary Public

[SEAL]

My commission expires:

9/19/99

Cook County Clerk's Office

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EXHIBIT A

99492316

LEGAL DESCRIPTIONS

(the legal descriptions follow on next page)

Property of Cook County Clerk's Office

Legal Description

Tax ID Nos.: 41-20-02-226-001 (Parcel 1)

41-20-02-226-005 (Parcel 2)

Parcel 1:

Lot 201 in North Pointe Subdivision No. 3A, as per plat recorded in Plat Book "CC" at page 88 as document no. 95R 7620, situated in the City of Champaign, in Champaign County, Illinois, being more particularly described as follows:

Beginning at the Southwest corner of Lot 202 in said North Pointe Subdivision No. 3A, proceed along the Northeast right-of-way line of W. Marketview Drive/Boardwalk Drive along the following described courses: Northwesterly around the arc of a curve to the right having a radius of 755.50 feet, a chord bearing of N 72° 31' 22" W, a chord length of 120.39 feet for an arc length of 120.52 feet; N 63° 39' 03" W 100.82 feet; N 50° 59' 16" W 183.40 feet; Northwesterly around the arc of a curve to the right having a radius of 345.97 feet, a chord bearing of N 25° 25' 14" W, a chord length of 298.61 feet for an arc length of 308.75 feet; N 00° 06' 20" E 320.00 feet; Northwesterly around the arc of a curve to the left having a radius of 1472.00 feet, a chord bearing of N 01° 51' 28" W, a chord length of 108.08 feet for an arc length of 108.10 feet to the South right-of-way line of Baytowne Drive; thence S 89° 51' 49" E along said right-of-way line 492.24 feet; thence S 87° 02' 08" E along said right-of-way line 104.35 feet to a Northwesterly corner of Lot 205 in said North Pointe Subdivision No. 3A; thence S 46° 30' 21" W 27.57 feet; thence S 00° 15' 42" W 24.96 feet; thence S 46° 45' 05" W 27.58 feet; thence S 00° 06' 20" W 262.07 feet; thence S 47° 28' 07" E 33.71 feet; thence N 85° 10' 59" E 143.24 feet; thence N 28° 35' 36" E 65.93 feet to the West right-of-way line of N. Prospect Avenue; thence S 04° 30' 08" W along said right-of-way line 205.59 feet; thence N 16° 42' 17" W 55.23 feet; thence N 84° 34' 31" W 143.14 feet; thence S 49° 10' 05" W 34.51 feet; thence proceed Southwesterly around the arc of a curve to the right having a radius of 213.00 feet, a chord bearing of S 21° 12' 53" W, a chord length of 115.04 feet for an arc length of 116.49 feet; thence proceed Southwesterly around the arc of a curve to the left having a radius of 187.00 feet, a chord bearing of S 18° 27' 22" W, a chord length of 118.21 feet for an arc length of 120.28 feet; thence S 00° 17' 30" W 189.08 feet to the Point of Beginning situated in the City of Champaign, Champaign County, Illinois.

Parcel 2:

Lot 205 in North Pointe Subdivision No. 3A, as per plat recorded in Plat Book "CC" at page 88 as document no. 95R 7620, situated in the City of Champaign, in Champaign County, Illinois, being more particularly described as follows:

Beginning at the Southeast corner of Lot 205 in said North Pointe Subdivision No. 3A, said point being located on the West right-of-way line of N. Prospect Avenue, proceed on a local bearing of N 89° 51' 24" W 208.00 feet along the South line of said Lot 205; thence N. 00° 06' 20" E 92.69 feet; thence N 46° 45' 05" E 27.58 feet; thence N 00° 15' 42" E 24.96 feet; thence N. 46° 30' 21" E 27.57 feet to the South right-of-way line of Baytowne Drive; thence S 87° 02' 08" E along said right-of-way line 140.89 feet; thence S 42° 39' 34" E 51.44 feet to the West right-of-way line of N. Prospect Avenue; thence proceed along said right-of-way line Southwesterly around the arc of a curve to the right having a radius of 3769.72 feet for an arc length of 151.20 feet to the Point of Beginning, situated in the City of Champaign, Champaign County, Illinois.

Parcel 7:

Reciprocal parking easements and ingress and egress for the benefit of Parcel 1 and 2 as created by the owner's certificate and as shown on the recorded plat of North Pointe Subdivision No. 3A, recorded in Plat Book "CC" at page 88 as document no. 95R 7620, in Champaign County, Illinois.

UNOFFICIAL COPY

Baytowne Shoppes

99492316

Legal Description

Tax ID No.: 41-20-02-276-008

Parcel 3:

Lot 202 in North Pointe Subdivision No. 2, as per plat recorded in Plat Book "BB" at page 199 as document no. 92R 26067, situated in the City of Champaign, in Champaign County, Illinois, more particularly described as follows:

Beginning at the Southeast corner of Lot 202 of said North Pointe Subdivision No. 2 thence along a local bearing of North 88° 29' 21" West 355.27 feet along the South line of said North Pointe Subdivision No. 2 to a point on the East line of Wal-Mart/Sam's Subdivision, City of Champaign, Champaign County, Illinois, recorded in Book BB of Plats at page 145 as document no. 91 R 23645 in the Office of the Recorder of Champaign County, Illinois; thence North 01° 35' 04" East 255.20 feet along said East line of Wal-Mart/Sam's Subdivision to the Northwest corner of Lot 202 of said North Pointe Subdivision No. 2; thence along the lines common to Lots 201 and 202 of said North Pointe Subdivision No. 2 on the following described courses: South 88° 26' 06" East 153.06 feet, North 39° 04' 43" East 13.04 feet; South 51° 02' 46" East 33.00 feet; North 38° 55' 46" East 70.53 feet; North 51° 09' 55" West 2.01 feet; North 39° 02' 59" East 42.53 feet to a point on the Southerly right-of-way line of Marketview Drive; thence South 51° 03' 26" East 144.12 feet along said Southerly right-of-way line; thence South 50° 41' 40" East 61.06 feet along said Southerly right-of-way line to a Northerly corner of Lot 203 of said North Pointe Subdivision No. 2; thence along the lines commons to Lots 202 and 203 of said North Pointe Subdivision No. 2 on the following described courses: South 39° 45' 26" West 34.40 feet; North 88° 18' 06" West 40.10 feet, South 01° 44' 19" West 184.39 feet to the Point of Beginning situated in the City of Champaign, Champaign County, Illinois.

Parcel 4:

Easement for ingress and egress and parking, as reserved in deed recorded March 29, 1991 in book 1732 at page 196 as document no. 91R 5603, for the benefit of parcel 3, over and upon that part of the Northeast Quarter of Section 2, Township 19 North, Range 8 East of the Third Principal Meridian, lying North of the Right-of-Way of F.A. Route 39, Champaign County, Illinois, more particularly described as follows:

Commencing at the intersection of the West Right-of-Way Line of Prospect Avenue and the North Right-of-Way Line of F.A. Route 39, marked by a concrete right-of-way marker and recorded in book 528 at page 307, in the office of the Recorder of Champaign County, Illinois and therein shown as being 80 feet left of Station 3+77 on the centerline of Prospect Avenue extension; thence North 04 degrees, 18 minutes, 48 seconds East, along the Westerly Right-of-Way Line of Prospect Avenue, 305.25 feet to an iron pipe monument found; thence North 88 degrees, 26 minutes, 22 seconds West, 863.98 feet to the true point of beginning; thence continuing North 88 degrees, 26 minutes, 22 seconds West, 116.00 feet; thence North 01 degrees, 33 minutes, 38 seconds East, 385.00 feet; thence South 88 degrees, 26 minutes, 22 seconds East, 116.00 feet; thence South 01 degrees, 33 minutes, 38 seconds West, 385.00 feet to the point of beginning, in Champaign County, Illinois.

Parcel 5:

Cross parking easement(s) and ingress-egress easement(s), as shown on the plat of North Pointe Subdivision No. 2 as per plat recorded in Plat Book "BB" at page 199 as document no. 92R 26067, for the benefit of Parcel 3.

Parcel 6:

Non-exclusive easement for the benefit of Parcel 3, as granted in the Reciprocal Easement Agreement recorded October 1, 1992 in book 1853 at page 33 as document no. 92R 27722, across Lot 203 of North Pointe Subdivision No. 2 as per plat recorded in Plat Book "BB" at page 199 as document no. 92R 26067, in Champaign County, Illinois.

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99492316

CAR MAX

LEGAL DESCRIPTION

Tax ID Nos.: 07-10-401-011; 07-10-401-012

Lot 1 in CarMax Auto Superstores subdivision being a resubdivision of part of Lots 13 and 14 in Golf-Roselle Development, being a subdivision of part of the Southeast $\frac{1}{4}$ of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian, in Cook County, Illinois.

METES AND BOUNDS LEGAL DESCRIPTION

The surveyed property can also be described as that part of the Southeast quarter of Section 10, Township 41 North, Range 10 East of the Third Principal Meridian, described as follows:

Commencing at the Southeast corner of said Section 10; thence N $0^{\circ} 03' 27''$ E along the East line of said Southeast quarter of Section 10 a distance of 89.20 feet to the point of beginning, said point being on the North line of Golf Road; thence Westerly along said North line of Golf Road (130 Feet Wide), said line being a curve, concave to the South, having a radius of 53283.23 feet and a central angle of $00^{\circ} 02' 35''$, an arc distance of 40.04 feet, the chord of said arc having a length of 40.04 feet and a bearing of S $87^{\circ} 26' 10''$ W; thence N $0^{\circ} 03' 27''$ E 837.06 feet; thence S $86^{\circ} 29' 26''$ W 300.58 feet; thence S $0^{\circ} 03' 27''$ W 833.06 feet to a point on the North line of Golf Road; thence Westerly along said North line of Golf Road, said line being a curve, concave to the South, having a radius of 55243.23 Feet and a Central angle of $00^{\circ} 11' 40''$, an arc distance of 180.78 feet, the chord of said arc having a length of 180.78 feet and a bearing of S $86^{\circ} 59' 40''$ W; thence continuing along said North line of Golf Road N $03^{\circ} 06' 10''$ W 7.00 feet; thence continuing along said North line of Golf Road, said line being a curve, concave to the South, having a radius of 53290.23 feet and a central angle of $00^{\circ} 28' 18''$, an arc distance of 438.70 feet, the chord of said arc having a length of 438.70 feet and a bearing of S $86^{\circ} 39' 41''$ W; thence Northerly along the Easterly line of Wilkening Road, said line being a curve concave to the Northeast, having a radius of 30.00 feet and a central angle of $50^{\circ} 06' 36''$, an arc distance of 26.24 feet to a point of tangency, the chord of said arc having a length of 25.41 feet and a bearing of N $28^{\circ} 33' 52''$ W; thence continuing along said Easterly line of Wilkening Road (90 Feet Wide) N $3^{\circ} 30' 34''$ W 169.89 Feet; thence continuing along said Easterly line of Wilkening Road N $8^{\circ} 06' 40''$ W 183.85 feet to a point of curvature; thence continuing along said Easterly line of Wilkening Road (66 Feet Wide), said line being a curve, concave to the Southwest, having a radius of 533.00 feet and a central angle of $38^{\circ} 47' 04''$, an arc distance of 360.80 feet to a point of tangency, the chord of said arc having a length of 353.95 feet and a bearing of N $28^{\circ} 43' 30''$ W; thence continuing along said Easterly line of Wilkening Road N $48^{\circ} 07' 02''$ W 100.12 feet to a point of curvature; thence continuing along said Easterly line of Wilkening Road, said line being a curve, concave to the Northeast, having a radius of 467.00 feet and a central angle of $42^{\circ} 13' 29''$ an arc distance of 344.16 feet to a point of compound curvature, the chord of said arc having a length of 336.43 feet and a bearing of N $27^{\circ} 00' 17''$ W; thence continuing along said Easterly line of Wilkening Road, said line being a curve, concave to the Southeast, having a radius of 30.00 feet and a central angle of $99^{\circ} 35' 11''$, an arc distance of 52.14 feet to a point of reverse curvature, the chord of said arc having a length of 45.82 feet and a bearing of N $43^{\circ} 54' 03''$ E; thence Easterly along the Southerly line of Remington Road (66 Feet Wide), said line being a curve, concave to the North, having a radius of 833.00 feet and a central angle of $13^{\circ} 28' 53''$, an arc distance of 196.00 feet to a point of tangency, the chord of said arc having a length of 195.55 feet and a bearing of N $86^{\circ} 57' 12''$ E; thence continuing along

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said Southerly line of Remington Road N 80° 12' 45" E 112.24 feet to a point of curvature; thence continuing along the Southerly line of Remington Road, said line being a curve, concave to the South, having a radius of 1185.31 feet and a central angle of 17° 55' 31", an arc distance of 370.83 feet to a point of tangency, the chord of said arc having a length of 369.32 feet and a bearing of N 89° 10' 31" E; thence continuing along said Southerly line of Remington Road S 81° 51' 44" E 100.00 feet to a point of curvature; thence continuing along said Southerly line of Remington Road, said line being a curve, concave to the North, having a radius of 3647.98 feet and a central angle of 8° 00' 00", an arc distance of 509.35 feet to a point of tangency, the chord of said arc having a length of 508.94 feet and a bearing of S 85° 51' 44" E; thence continuing along said Southerly line of Remington Road S 89° 51' 44" E 92.26 feet to the East line of the Southeast Quarter of said Section 10; thence S 0° 03' 27" W along said East line of the Southeast quarter of Section 10, a distance of 1023.37 feet to the place of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

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Fairview Heights

Legal Description

99492316

Tax ID Nos.: 03-21-0-400-026 03-21-0-304-020
 03-21-0-400-029 03-21-0-304-031
 03-21-0-400-005 03-21-0-304-026
 03-21-0-400-029

Parcel 1

Lot 10 of "Fourth Addition to Fairview Heights Office Park"; reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois in Book of Plats "89", Page 77. Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois.

Parcel 2

Lot No. 5 of "Resubdivision of the Third Addition to Fairview Office Park a Resubdivision of Lot 5 of the Second Addition to Fairview Office Park and Lot 6 of the Third Addition to Fairview Office Park"; reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois in Book of Plats "89" on Page 76. Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois.

Parcel 3

Easements for ingress and egress over and across the private roadways and ingress/egress easements as shown on the Plat of "First Addition to Fairview Office Park" as shown on the Plat thereof recorded in Book of Plats "85" on Page 58; "Third Addition to Fairview Office Park" as shown on the Plat thereof recorded in Book of Plats "89" on Page 21; "Resubdivision of the Third Addition to Fairview Office Park" recorded in Book of Plats "89" on Page 76; and "Fourth Addition to Fairview Heights Office Park" recorded in Book of Plats "89" on Page 77. Situated in St. Clair County, Illinois.

Parcel 4

Reciprocal Easement and Operation Agreement recorded August 27, 1998 in Book 3277 Page 1224 made by and between Inland Real Estate Corporation to Fairview Heights Associates Limited Partnership over the following described land:

a) Lot No. 5 as shown on "Skarha Tracts Assessment Plat Lot 8 & Pt. of Lot 6 of "A Subdivision of the East half of the Southwest fractional quarter section 21 Lot 2 Southeast quarter Section 21 Lots 1A & 2A U.S. Survey 768 all in Township 2 North Range 8 West St. Clair County, Illinois made for assessment purposes" reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois in Book of Plats 43 on Page 87.

Excepting however, from all of said above described premises that part thereof lying within the confines of the subdivision known as "Ruby Lane Heights"; reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats 46 on Page 76. Excepting further, that part thereof conveyed to Town of Caseyville by right of way deed from H. Leroy Pensoneau and Bertha C. Personeau, his wife, dated February 26, 1951 and recorded April 2, 1951 in Book 969 on Page 546 of said Recorder's Office. Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois.

b) Lot 6, excepting the Northerly 6.3 feet thereof, in Ruby Lane Heights subdivision, according to the plat thereof recorded in Plat Book 46 Page 76 in the Recorder's Office of St. Clair County, Illinois, excepting therefrom the coal underlying with the right to mine and remove same. Situated in St. Clair County, Illinois.

c) Part of Lot No. 16 in U.S. Survey No. 768, Claim No. 1990 and part of Lot No. 3 in the Southeast quarter of Section 21, Township 2 North, Range 8 West of the Third Principal Meridian, reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats "C" on Page 445 and part of Lots No. 4 and 5 of "Ruby Lane Heights", reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats "46" on Page 76, more particularly described as follows:

Beginning at the intersection of the Northerly right of way line of Ludwig (60 foot wide) Drive, and the Westerly line of Lot 9 of the "Fourth Addition to Fairview Heights Office Park reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois in Book of Plats "89" on Page 77; thence North 04 degrees 19 minutes 26 seconds East a distance of 617.59 feet; thence South 23 degrees 42 minutes 12 seconds West a distance of 261.00 feet; thence South 31 degrees 51 minutes 44 seconds West a distance of 301.96 feet; thence North 67 degrees 08 minutes 16 seconds West a distance of 431.00 feet; thence South 00 degrees 59 minutes 38 seconds East a distance of 137.70 feet to the Northeast corner of Lot No. 5 of said "Ruby Lane Heights", thence South 89 degrees 00 minutes 22 seconds West a distance of 159.46 feet to the Easterly right of way line of "Ruby Lane" (varying width); thence South 04 degrees 36 minutes 38 seconds West along the Easterly right of way line a distance of 73.88 feet; thence South 40 degrees 55 minutes 00 seconds East a distance of 21.16 feet to the Northerly right of way line of Ludwig (60 foot wide) Drive; thence South 85 degrees 40 minutes 34 seconds East along said Northerly right of way line a distance of 766.20 feet to the point of beginning. Situated in St. Clair County, Illinois.

d) Lot 9 of "Fourth Addition to Fairview Heights Office Park"; reference being had to the plat thereof recorded in the recorder's office of St. Clair County, Illinois, in Book of Plats "89" on Page 77 and more particularly described as follows:

Beginning at the intersection of the Northerly right of way line of Ludwig Drive (60 foot wide) and the Westerly line of said Lot 9; thence North 04 degrees 19 minutes 26 seconds East a distance of 186.36 feet; thence South 04 degrees 19 minutes 26 seconds West, a distance of 180.00 feet to the Northerly right of way line of Ludwig (60 foot wide) Drive; thence North 85 degrees 40 minutes 34 seconds West along said Northerly line a distance of 186.36 feet to the point of beginning. Situated in St. Clair County, Illinois.

Parcel 5

Lot 1 of "Resubdivision of the Fairview Heights Plaza Annex"; according to the Plat thereof recorded in the Recorder's Office of St. Clair County, Illinois in Book of Plats 93 on Page 16.

Except the coal underlying the surface of said land and all rights and easements in favor of the estate of said coal. Situated in St. Clair County, Illinois.

Property of Cook County Clerk's Office

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Orland Greens Shopping Center Legal Description

99492316

Tax ID No.: 27-09-401-017

Parcel 1

Lot 2 in Dominick's Subdivision, being a subdivision of part of the East ½ of the South East ¼ of Section 9, Township 36 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof filed in the Office of the Registrar of Titles of Cook County, Illinois as Document LR3188017 on November 12, 1980, in Cook County, Illinois.

Parcel 2

Non-exclusive easement for the benefit of Parcel 1 for ingress and egress and parking over the following described land:

The Common Area in Lot 1 of Dominick's Subdivision, being a Subdivision of part of the East ½ of the South East ¼ of Section 9, Township 36 North, Range 12, East of the Third Principal Meridian as delineated on the survey attached as Exhibit "A" to the Grant of Easement made by Dominick's Finer Foods, Inc., a corporation of Illinois, Lawndale Trust and Savings Bank, as Trustee under Trust Agreement dated October 9, 1979 and known as Trust Number 7362, and Orland Park Associates, an Illinois limited partnership dated August 7, 1980 and filed January 2, 1981 as Document LR3196334, in Cook County, Illinois.

Parcel 3

Non-exclusive easement as granted in Access Easement Agreement recorded August 28, 1995 as Document 95567936 for the benefit of Parcel 1 for ingress and egress over the roadways and public highway access points located on the following described land:

The North ½ of the South ½ of the East ½ of the East ½ of the Southeast ¼ of Section 9, Township 36 North, Range 12, East of the Third Principal Meridian, except that part thereof taken for street in plat of dedication registered on August 13, 1985, as Document 3454828, and also except that part thereof taken for Ravinia Avenue registered on November 28, 1988 as Document 3756290, in Cook County, Illinois.

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PARK CENTER

Legal Description

Tax ID Nos.: 27-24-201-009; 27-24-201-010

THE LAND REFERRED TO BELOW IS IN THE STATE OF ILLINOIS, COUNTY OF COOK, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1:

THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN;

EXCEPT THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, WITH THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24 TO A POINT DISTANT 70.00 FEET WEST, MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 89 DEGREES, 41 MINUTES AND A RADIUS OF 50 FEET, A DISTANCE OF 78.26 FEET TO A POINT OF TANGENCY, DISTANT 10 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET, A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT, A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET, A DISTANCE OF 641 FEET TO THE POINT OF BEGINNING,

AND ALSO EXCEPTING THEREFROM:

THE WEST 410 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET, AS DEDICATED BY DOCUMENT 10909313 OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF);

ALSO EXCEPTING THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE NORTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

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COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, WITH THE EAST LINE OF SECTION 24; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, 89.65 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THENCE WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET, AS DEDICATED PER DOCUMENT 10909313, A DISTANCE OF 265.24 FEET; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES, 39 MINUTES, 26 SECONDS, MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 239.81 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 112.00 FEET; THENCE SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, 46.09 FEET; THENCE EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE, A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THENCE NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE, A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES, 46 MINUTES, 6 SECONDS, A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO EXCEPT THAT PART OF THE LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555753 FOR 159TH STREET AND THAT PART OF LAND DEDICATED BY PLAT OF DEDICATION RECORDED DECEMBER 2, 1988 AS DOCUMENT 88555754 FOR PUBLIC STREET ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS DATED AUGUST 7, 1987 AND RECORDED AUGUST 21, 1987 AS DOCUMENT 87464664 BY AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO AS TRUSTEE UNDER TRUST AGREEMENT DATED FEBRUARY 28, 1986 AND KNOWN AS TRUST NUMBER 66662 RELATING TO AMONG OTHER THINGS, EASEMENTS, GENERAL CONSTRUCTION REQUIREMENTS, COVENANTS RELATING TO LOCATION, SIZE, CHARACTER AND USE OF BUILDING; AND OPERATION, MAINTENANCE AND REPAIR OF COMMON AREA.

FIRST AMENDMENT TO DECLARATION OF EASEMENTS AND RESTRICTIONS DATED MARCH 21, 1989 AND RECORDED MARCH 22, 1989 AS DOCUMENT 89127008 FOR PURPOSES OF PLACING OF RECORD LEGAL DESCRIPTIONS FOR THE ACCESS ROADS AND COMMON UTILITY FACILITIES UPON COMPLETION OF ACCESS ROADS AND COMMON UTILITY FACILITIES AS PROVIDED IN SECTION 2.5 OF SAID DECLARATION.

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ROSE PLAZA
Legal Description

99492316

Tax Parcel No.: 12-36-428-045 (Parcel 1)

2-36-427-041 (Parcel 2)

Parcel 1

Lot 4 (except the North 44 feet thereof), all of Lots 5 and 6 and Lot 7 (except the North 44 feet thereof) in Block 28 in Mills and Sons' Green Fields Subdivision of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ and the South $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Along with the East $\frac{1}{2}$ of vacated 74th Avenue lying West of and adjoining said Lot 6 and lying South of a line 125.0 feet North of and parallel to the North line of North Avenue, in Cook County, Illinois.

Parcel 2

Lots 15, 16 and 17 in Block 8 in Forest View Gardens, a Subdivision of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded November 7, 1921 as Document 7320337, in Cook County, Illinois.

Along with the West $\frac{1}{2}$ of vacated 74th Avenue lying East of and adjoining said Lot 15 and lying South of a line 125.0 feet North of and parallel to the North line of North Avenue, in Cook County, Illinois.

UNOFFICIAL COPY

Staples

99492316

Legal Description

Tax ID Nos.: 89-18-18-01-426-041
89-18-18-01-426-041
89-18-18-01-426-041
89-18-18-01-426-041

Parcel 1:

Lots 34 and 35 as designated upon the Plat of Green Gables Subdivision Plat 4, being a subdivision of part of the East Half of Section 1, Township 26 North, Range 7 East of the Fourth Principal Meridian, the Plat of which subdivision is recorded in Book L of Plats on page 26 in the Recorder's Office of Stephenson County, Illinois, and part of the Southeast Quarter of Section 1, Township 26 North, Range 7 East of the Fourth Principal Meridian, in Stephenson County, Illinois, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 1, thence South 0 degrees 04 minutes 56 seconds East along the East line of said Section 1, a distance of 264.00 feet; thence South 89 degrees 55 minutes 04 seconds West, a distance of 53.19 feet to a point on the West Right-of-Way line of F. A. Route 38 (Illinois Route 26), as designated upon Illinois Department of Transportation Right-of-Way Plat sheet No. 44B revised April 18, 1988, said point being the Point of Beginning; thence North 89 degrees 15 minutes 48 seconds West along the North line of the premises conveyed by Karl A. Feller to Universal Investments by Executor's Deed recorded in Book P-277 on page 401 in the Recorder's Office of Stephenson County, Illinois, a distance of 275.54 feet to the Northwest corner of said premises, said point also being on the East line of Lot 36 of said Green Gables Subdivision, a distance of 263.46 feet to the Southwest corner of the premises conveyed by William V. Brown to Lewis H. Ackerman by Warranty Deed recorded in Book P-112 of Plats on page 632 in the Recorder's Office of Stephenson County, Illinois; thence South 89 degrees 07 minutes 53 seconds East, a distance of 277.56 feet to a point on the Westerly Right-of-Way line of said Illinois Route 26; thence North 2 degrees 58 minutes 50 seconds West along the Westerly Right-of-Way line of said Illinois Route 26, a distance of 66.81 feet to an angle point in said Right-of-Way; thence North 3 degrees 55 minutes 10 seconds East along the Westerly Right-of-Way line of said Illinois 26, a distance of 97.77 feet to the Point of Beginning.

All being situated in Stephenson County, Illinois.

Parcel 2

Easement for the benefit of Parcel 1 created by Declaration of Easement by and between Mercantile Bank of Northern Illinois, as Trustee under the provisions of a Trust Agreement dated 7/31/79 known as Trust No. 12LT1100 and Freeport Development Group, LLC dated 4/22/98 recorded 4/23/98 as Document No. 9886672.

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99492316

Two Rivers Plaza

Legal Description

Tax ID Nos.: 02-08-101-023 (Parcel 1) 02-08-101-025 & 02-08-101-026 (Parcel 2)

Parcel 1

Lots 3 and 5 in Two Rivers Plaza Subdivision in Bolingbrook, being a Subdivision of part of the Northeast $\frac{1}{4}$ of Section 7 and part of the West $\frac{1}{2}$ of Section 8, Township 37 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded May 20, 1993 as Document R93-39427, in Will County, Illinois.

Parcel 2

Easements for the benefit of Parcel 1, as granted in an Operation and Easement Agreement dated December 24, 1992 and recorded January 5, 1993 as Document R93-508, and Amendment recorded June 18, 1993 as Document R93-49798 by and between Dayton Hudson Corporation and Firststar Naper Bank, N.A., as Trustee under Trust Number 7-1807, Chicago Title and Trust Company, as Trustee under Trust Agreement dated October 5, 1992 and known as Trust Number 1096860 and Kohls Department Stores, Inc., a Delaware corporation, and in Operation and Easement Agreement between Dayton Hudson Corporation and Jetco Properties, Inc., recorded January 24, 1996 as Document No. R96-7273 and re-recorded April 4, 1996 as Document No. R96-29066, in Will County, Illinois.

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EXHIBIT B

PROPERTY NAMES AND LOCATIONS

PROPERTY NAME	LOCATION
Baytowne Shoppes/Square	Champaign County, IL
CarMax	Schaumburg Cook County, IL
Fairview Heights Office Park	City of Fairview Heights St. Clair County, IL
Orland Green Shopping Center	Orland Park Cook County, IL
Park Center Plaza	Tinley Park Cook County, IL
Rose Plaza	Elmwood Park Cook County, IL
Staples	Freeport Stephenson County, IL
Two Rivers Plaza	Village of Bolingbrook Will County, IL