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Mark S. Richmond Katz Randall & Weinberg 333 N. Wacker Drive **Suite 1800** Chicago, Illinois 60606 (312) 807-3800

KRW File No. 05663.05100

RECORDER'S BOX 340

DEPT-01 RECORDING

\$47.00

- T#0011 TRAN 5099 08/25/99 12:29:00
- \$7597 \$ TB #-99-812399
- COOK COUNTY RECORDER

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS is made as of the 18 day of August, 1999, between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated September 28, 1973 and known as Trust No. 32390 (hereinafter referred to as the "Mortgagor"), and LUTHERAN BROTHERHOOD, a Minnesota corporation (hereinafter referred to as the "Mortgagee").

WITNESSETH:

WHEREAS, the Mortgagor has executed and delivered to the Mortgagee a Promissory Note, dated of even date herewith, in the principal amount of FOUR MILLION FOUR HUNDRED THOUSAND AND NO/100 (\$4,400,000.00) DOLLARS (hereinafter referred to as the "Note"); and

WHEREAS, to secure payment of the Note, the Mortgagor has executed and delivered to the Mortgagee a Combination Mortgage, Security Agreement and Fixture Financing Statement of even date herewith (hereinafter called the "Mortgage"), covering, inter also, less estate situated in the Village of Schaumburg, County of Cook, State of Illinois, legally described on Exhibit "A" attached hereto and hereby made a part hereof, and the buildings and improvements and certain furniture, fixtures, furnishings, equipment, machinery and personal property owned by the Mortgagor now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Premises"); and

WHEREAS, the Mortgagee, as a condition to making the loan evidenced by the Note, has required the execution of this Assignment.

7831103 DAKE

NOW, THEREFORE, in consideration of the premises, and in further consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS paid by the Mortgagee to the Mortgagor, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, transfer, assign, set over and deliver to the Mortgagee all of the Mortgagor's right, title and interest in, to and under all leases, subleases, licenses, concessions, tenancies and any other agreements creating the right of possession or the right of use without a transfer of title, whether written or oral, now or hereafter existing, and covering all or any part of the Mortgaged Premises, together with any and all security deposits made thereunder, all extensions, amendments, modifications, renewals and replacements of any thereof, and any guaranties of the lessee's, sublessee's, licensee's, concessionaire's, tenant's or user's (hereinafter collectively called "Lessees") obligations under any thereof, each of said leases, subleases, licenses, concessions, tenancies and agreements now existing and hereafter executed or entered, together with all such deposits, extensions, amendments, modifications, renewals, replacements and guaranties, being hereinafter collectively referred to as the "Leases." In addition to the foregoing, the Mortgagor does further hereby grant, transfer, set over and assign to the Mortgagee all of the rents, income, revenues, royalties, issues and profits, including, without limitation, all amounts payable to the Mortgagor on account of maintenance, repairs, taxes, insurance and common area or other charges by any other party to any Lease, and all amounts paid in compromise or in cancellation of Leases by any party thereto o'her than the Mortgagor, now or hereafter accruing or owing under or from Leases or otherwise from the Mortgaged Premises or any part thereof, whether accruing before or after foreclosure of the Mortgage or during any period of redemption therefrom (hereinafter collectively called "Rentals"). All of said Leases and Rentals are being hereby granted, transferred, set over and assigned for the purpose of securing:

- (1) Payment of all indebtedness evidenced by the Note (including any amendments, extensions or renewals thereof) and all other sums secured by the Mortgage; and
- (2) Performance and discharge of each and every obligation, covenant and agreement of the Mortgagor contained herein, in the Note, in the Mortgage, and in any other instrument which secures or refers to the Note.

A. To protect the security of this Assignment, the Mortgagor a grees as follows:

1. To promptly, faithfully and diligently observe, perform and discourge each and every term, condition, obligation, covenant and agreement which the Mortgagor is now, or hereafter becomes, liable to observe, perform or discharge under the Note, the Mortgage and the Leases; to give prompt written notice to the Mortgagee of any notice of default under any Lease on the part of the Mortgagor received from a Lessee thereunder, or on the part of any Lessee given by the Mortgagor thereunder, together with an accurate, complete copy of any such notice; and, at the sole cost and expense of the Mortgagor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement to be performed by the Lessees under the Leases.

- 2. At the Mortgagor's sole cost and expense, to appear in and defend any dispute, action or proceeding arising under, growing out of or in any manner connected with or affecting any of the Leases or the obligations, duties or liabilities of the Mortgagor or any Lessee thereunder, and to pay all costs and expenses of the Mortgagee, including reasonable attorneys' fees (prior to trial, at trial and on appeal), incurred in connection with any such dispute, action or proceeding in which the Mortgagee may appear or with respect to which it may otherwise incur costs or expenses, whether or not the Mortgagee prevails therein.
- Should the Mortgagor fail to make any payment (for which there shall be no cure period) or to do any act as herein provided and the applicable cure period, which shall be the period provided in Section 3.1 of the Mortgage has expired, then the Mortgagee may, but without obligation to 40 so, without notice or demand to or upon the Mortgagor, and without releasing the Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as the Mortgagee may deem necessary or desirable to protect the security hereof, including specifically, without limiting its general powers, appearing in and defending any action or proceeding purporting to affect the security hereof or the rights or powers of the Mortgagee, and observing, performing and discharging each and every obligation, covenant and agreement of the Mortgagor in the Leases contacted and incur and pay reasonable attorneys' fees (prior to trial, at trial and on appeal).
- 4. To reimburse the Mortgage, upon demand, for all the sums expended by the Mortgagee under the authority hereof, together with interest thereon at the Default Rate specified in the Note from the date expended, and the same shall be added to the indebtedness evidenced by the Note and shall be secured hereby and by the Mortgage.
- 5. Until the indebtedness secured hereby shall have been paid in full, the Mortgagor covenants and agrees to provide the Mortgagee with executed copies of all Leases, to assign to the Mortgagee any and all subsequent Leases upon all or any part of the Mortgaged Premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Mortgagee, upon demand, any and all instruments that may be necessary or desirable therefor or to otherwise effectuate the terms of this Assignment. The terms and conditions of this Assignment shall, however, apply to any such as bequent Leases, whether or not such instruments are executed or delivered by the Mortgagor.
- 6. The Mortgagor agrees not to modify, amend, extend, waive or in any manner alter the terms of any Lease or reduce the Rental payable thereunder; not to waive, excuse or condone any default by a Lessee under a Lease; not to in any manner release or discharge any Lessee of or from any obligation, covenant, condition or agreement by said Lessee to be performed under a Lease, including the obligation to pay the Rental called for thereunder in the manner and at the places and times specified therein; not to cancel or terminate the term of any Lease or accept a surrender thereof, except as expressly required or permitted pursuant to the terms of a Lease; and not to enter into any new Lease. The Mortgagor does by these presents expressly release, relinquish and surrender unto the Mortgagee all of the Mortgagor's right, power and authority

to modify, amend, extend, waive or in any manner alter the terms and provisions of the Leases, to reduce Rentals, to waive, excuse or condone a default by a Lessee, to release or discharge any Lessee, to cancel or terminate the term of a Lease or to accept a surrender thereof, except as expressly required or permitted pursuant to the terms of a Lease, and to enter into any new Lease. Any attempt on the part of the Mortgagor to exercise any such right, power or authority, without the prior written consent of the Mortgagee, shall be a nullity and shall be a default hereunder. Notwithstanding anything to the contrary contained herein and provided no event of default (as defined in the Mortgage) has occurred and remains uncured, the Assignor may, without the prior written consent of Assignee (i) amend or modify any existing Lease provided such amendments or modifications are expressly required or permitted pursuant to the terms of a Lease and are made in the ordinary course of business with due regard to continued cash flow and do not dianinish any material benefit accruing to the Landlord under such Lease or reduce either the length of the term, the rental or size of the demised premises, or (ii) enter into new Leases of the Mortgaged Premises which have terms of not more than five (5) years, at market rental rates provide 1 any lease is for 10,000 square feet of space or less.

7. The Mortgagor agrees not to consent to any assignment or sublease by a Lessee of any of its rights, title or interest in, to or under any Lease, unless such assignment or sublease is specifically authorized by the Mortgagee in writing.

B. The Mortgagor hereby covenants and represents to the Mortgagee that:

- 1. The Mortgagor has good right and lawful authority to assign, and has not executed any prior assignment or alienation of, its rights, tide and interest in, to and under the Leases and in the Rentals, or otherwise encumbered the same, except by the Mortgage.
- 2. The Mortgagor has not performed or committed any act or executed any instrument, and is not bound by any law, statute, regulations, order, mortgage, indenture, contract or agreement, which might prevent the Mortgagee from operating under any of the terms and provisions hereof, or which would limit the Mortgagee in such operation.
- 3. No Rental has been or will be paid by any Lessee, nor has been or will be collected or accepted by the Mortgagor, for more than one (1) month in idvance, and the payment of none of the Rentals to accrue for any portion of the Mortgaged Premises has been or will be in any other manner anticipated, waived, released, excused, reduced, discounted, or otherwise discharged or compromised by the Mortgagor, except as permitted to ve. The Mortgagor hereby waives any right of set off against any person in possession of any portion of the Mortgaged Premises. The Mortgagor has not incurred and shall not incur any indebtedness to any Lessee.
- 4. Except to the extent expressly permitted in Section 1.12 of the Mortgage, the Mortgagor shall not execute or agree to any other assignment, pledge, encumbrance or transfer of any of the Leases or Rentals.

- The Leases in existence as of the date of this Assignment, as described in the Rent Roll which is attached hereto as Exhibit "B," are in full force and effect and have not been amended or modified; and to the best of Mortgagor's knowledge, there is no default now existing under the Leases, nor has any event occurred which, with the passage of time and/or the giving of notice, would constitute a default thereunder, which has not been cured.
- 6. The Mortgagor shall not permit any of the Leases to become subordinate to any lien other than the liens hereof and of the Mortgage.

C. It is mutually agreed that:

- 1. This is a present, absolute, effective and completed assignment by the Mortgagor to the Mortgagoe of the Leases and Rentals. However, so long as there exists no default or event of default not coreo within the applicable cure period, if any, under the Note or the Mortgage, and no default exists and has not been cured within the applicable cure period, if any, in the performance of any obligation, covenant or agreement herein contained, the Mortgagor shall have a conditional license to collect, but not more than one (1) month in advance, all Rentals from the Mortgaged Premises, in trust for the Mortgagee, and to use the same for payment of Impositions (as that term is defined in the Mortgage), insurance premiums which the Mortgagor is required to pay under Section 1.8 of the Mortgage, all other costs and expenses which the Mortgagor is required to pay under and pursuant to the Mortgage and to this Assignment, and the indebtedness secured hereby, as and when due, before using said Rentals for any other purpose.
- Upon or at any time after the occurrence of a default or an event of default not 2. cured within the applicable cure period, if any, under the Note or the Mortgage, or a default in the performance of any obligation, covenant or agreement herein contained which is not cured within thirty (30) days after written notice thereof from Mortgagee, or if any representation or warranty made by the Mortgagor to the Mortgagee in connection with the loan evidenced by the Note is untrue in any material respect (herein collectively called an "event of default"), the Mortgagee may, at its option, without notice, either in person or by agent, without regard for the adequacy of the security for the indebtedness secured hereby or the solvency of the Mortgagor, with or without bringing any action or proceeding, or by a receiver or trustee to be appointed by a court, enter upon, take possession of, maintain, manage and operate the Mo tgaged Premises, make, enforce, modify and accept the surrender of Leases, obtain or evict tenants, fix or modify Rentals, refund and collect security deposits, make tenant improvements, and do any acts which the Mortgagee deems proper to protect the security hereof, and either with or without taking possession of the Mortgaged Premises, in its own name or in the Mortgagor's name, sue for or otherwise demand, collect and receive all Rentals, and apply the same upon the costs of collection thereof, including the reasonable fees and costs of agents and attorneys employed by the Mortgagee; upon the costs of managing and operating the Mortgaged Premises, including taxes, insurance, maintenance, repairs and the fees of a professional managing agent; and upon any indebtedness secured hereby, in such order as the Mortgagee may determine, subject to applicable statutory requirements, if any, and to the requirements of Section 1.13 of the Mortgage. The Mortgagee or such a receiver shall be entitled to remain in possession of the

Mortgaged Premises and to collect the Rentals throughout any statutory period of redemption from a foreclosure sale. The entering upon and taking possession of the Mortgaged Premises, the collection of such Rentals and the application thereof as aforesaid shall not be deemed to cure or waive any default or event of default or waive, modify or affect any notice of default under the Note or the Mortgage, or hereunder, or invalidate any act done pursuant to such default, event of default or notice of default. Upon any default under the Note or event of default hereunder or under the Mortgage, the Mortgagee may, without entering into possession or pursuing any other remedy as provided in this section or at law or in equity, or in conjunction with such possession or pursuit of other remedy, give notice to any or all Lessees authorizing and directing said Lessees to pay Rentals directly to the Mortgagee. If a Lessee receives such a notice, the Mortgagor bereby directs such Lessee to make payment pursuant thereto, and it shall be conclusively presumed, as between the Mortgagor and such Lessee, that the Lessee is obligated and entitled to make such payment to the Mortgagee, and that such payment constitutes payment of Rentals under in Lease in question. Such notice may be given either in the Mortgagee's or in the Mortgagor's name. The Mortgagor shall in every way facilitate the payment of Rentals to the Mortgagee, when the Mortgagee has the right to receive the same hereunder. Mortgagee shall be accountable only for Rentals actually collected hereunder and not for the rental value of the Mortgaged Pemises. The Mortgagee's failure to collect, or discontinuance from collecting, at any time, and from time to time, any Rentals shall not in any manner affect the rights of the Mortgagee to thereafter collect the same. The Mortgagor hereby grants to the Mortgagee an irrevocable power of avoraey to perform all of the acts and things provided for in this section and in section C.2 hereof as the Mortgagor's agent and in the Mortgagor's name.

The Mortgagee shall not be deeried to be a partner or, or a joint venturer with, the Mortgagor with respect to the Mortgaged Premises, or to be a participant of any kind in the management or operation of the Mortgaged Premises. The Mortgagee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Lease, or with respect to the Mortgaged Premises or the inspection, maintenance or repair thereof, under or by reason of the Assignment. The Mortgagee shall have no liability to any person, party or entity as the result of any death, bodily or personal injury, or property damage occurring in, on or about the Mortgaged Premises, and the Mortgagor shall and does hereby agree to defend and indemnify the Mortgagee against, and to hold it harmless from, any and all liability, loss or damage which the Mortgagee may or might incur under the Leases, by reason of any death, bodily or personal injury or property damage occurring on or about the Mortgaged Premises, or otherwise under or by reason of this Assignment, and against and from any and all claims and demands whatsoever which may be asserted against the Mortgagee by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in any Lease, or by reason of any such death, personal injury or property damage except to the extent such liability, loss or damage is caused by the gross negligence or wilful misconduct of the Mortgagee. Should the Mortgagee incur any such liability, loss or damage under any Lease, by reason of any such death, bodily or personal injury or property damage, or under or by reason of this Assignment, or in the defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees (including such costs, expenses and fees on appeal), whether or not the Mortgagee prevails

therein, together with interest thereon at the Default Rate specified in the Note from the date paid, shall be secured hereby and by the Mortgage, and the Mortgagor shall reimburse the Mortgagee therefor immediately upon demand. Neither this Assignment, nor the exercise by the Mortgagee of its rights hereunder, shall be deemed to constitute the Mortgagee a mortgagee in possession of the Mortgaged Premises, unless the Mortgagee expressly elects in writing to be so constituted.

- 4. If any default by the Mortgagor shall occur under the Note, or any event of default shall occur under this Assignment or under the Mortgage, then the Mortgagee may, at its option, declare all sums secured hereby immediately due and payable, and, in addition to making available to the Mortgagee any remedies for default herein set forth, such default or event of default shall, at the Mortgagee's sole option, constitute and be deemed to be an event of default under the Mortgage, entitling the Mortgagee to every and all rights and remedies therein contained, in addition to those rights and remedies herein set forth, without regard to the adequacy of security for the indebtedness secured hereby, the commission of waste or the insolvency of the Mortgagor.
- 5. Upon the payment in full of all indebtedness secured hereby, as evidenced by the recording or filing of any instrument of satisfaction or full release of the Mortgage, unless there shall have been recorded another mortgage in favor of the Mortgagee covering all or any portion of the Mortgaged Premises, this Assignment shall become and be void and of no further effect. Notwithstanding the foregoing, this Assignment shall not be terminated or become null and void as a result of a foreclosure of the Mortgage or a conveyance of title to the Mortgaged Premises, or any portion thereof, to the Mortgagee in here of foreclosure, and this Assignment shall continue in full force and effect during any stationy period of redemption from such a foreclosure and notwithstanding the transfer of title to the Mortgaged Premises, or any portion thereof, as a result of completion of such a foreclosure or such a conveyance.
- 6. All rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law, and they are intended to be limited to the extent necessary so that they will not render this Assignment invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law. If any term of this Assignment shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the other terms hereof shall be in no way affected thereby. The hortgagee shall be entitled to all rights and remedies available at law, in equity or under statute now and/or at the time of exercise thereof, even though such rights and remedies were not available on the date first above written.
- 7. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Mortgagor and the Mortgagoe; provided, however, that nothing in this section is intended to be or shall be construed as a waiver of the rights of the Mortgagoe under Section 1.12 of the Mortgagoe.

- 8. This Assignment is given as security in addition to the security of the Mortgage, and not as part of the security of the Mortgage. All rights and remedies herein conferred may be exercised whether or not foreclosure proceedings are pending under the Mortgage and during any statutory period of redemption. The Mortgagee shall not be required to resort first to the security of this Assignment or of the Mortgage before resorting to the security of the other, and the Mortgagee may exercise the security hereof and of the Mortgage concurrently or independently and in any order of preference, all rights and remedies of the Mortgagee set forth herein, in the Mortgage, at law, in equity, under statute and by contract being cumulative.
- 9. All notices, demands or documents which are required or permitted to be given or served hereunder shall be in writing, and shall be deemed given or served upon the next business day after timely and proper deposit, charges prepaid, with any overnight carrier with respect to next day service at the address set forth below, or when sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Wortgagor:

c/o Rose Real Estate Services, Inc.

6240 Oakton Street

Morton Grove, Illinois 60053 Attn: Mr. Leonard H. Rose

If to the Mortgagee:

Lutheran Brotherhood 625 Fourth Avenue South Minneapolis, Minnesota 55415 Attention: Investment Division

Each party hereto may change its above-stated address from time to time by serving written notice of the change upon the other party hereto as above provided at least ten (10) days prior to the effective date of said change.

- 10. This Assignment, and the interpretation and enforcement thereof, shall be governed by the laws of the State of Illinois.
- This Agreement is executed by American National Bank and Trust Company of Chicago, not personally or individually, but as Trustee under Trust Agreement dated September 28, 1973 and known as Trust No. 32390 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by American National Bank & Trust Company of Chicago are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against American National Bank and Trust Company of Chicago, by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

Notwithstanding the foregoing, nothing contained herein shall limit the personal liability of Leonard H. Rose pursuant to the Indemnity Agreement dated of even date herewith made by Leonard H. Rose, individually, in favor of Mortgagee.

IN WITNESS WHEREOF, the Mortgagor has caused this Assignment to be duly executed as of the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not Bby:

Name: Attest:

By:

Name: Attestation not required by American National Title:

Title:

Paris und Tuni Company or Chicago Systems

Office personally but solely as Trustee under Trust

99812399

JOINDER

The undersigned, being the owner of One Hundred (100%) percent of the beneficial interest in, and being the sole beneficiary of, the Trust which is the Mortgagor under the foregoing Assignment of Leases and Rents, hereby consents to and joins in the foregoing Assignment of Leases and Rents, intending hereby to bind any interest it and its heirs, executors, administrators, successors or assigns may have in the Mortgaged Premises described in the foregoing Assignment of Leases and Rents, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned was named as the Mortgagor in said Assignment of Leases and Rents. Nothing herein contained shall be deemed to render the undersigned personally liable upon any obligation provided in the foregoing Assignment of Leases and Kents or under any of the Other Loan Documents; provided, however, that the foregoing shall not be deemed to restrict the imposition of personal liability against any party as provided in the Indumnity Agreement dated of even date herewith made by the undersigned.

DATED: August 1999

By: C Leonar Managing Plaza Associates, an Illinois general partnership

99812399 STATE OF ILLINOIS) SS. COUNTY OF COOK JOCELYN GEBOY _, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that breaking and National Bank and Trust Company of Chicago, a national banking association, not personally or individually, but as Trustee under Trust Agreement dated September 28, 1973 and known as Trust No. 32390, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _ and said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of Said Bank, as Trustee, for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this 16 day of August, 1999. "OFFICIAL SEAL" Jocelyn Geboy Notary Public, State of Illinois My Commission Expires Oct. 9, 2001 STATE OF ILLINOIS) SS. COUNTY OF COOK , a Notary Fublic in and for said County and State aforesaid, DO HEREBY CERTIFY that Leonard H. Rose, as managing general partner of Schaumburg Industrial Office Plaza Associates, an Illinois general partnership who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such managing general partner of said partnership, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth. GIVEN under my hand and notarial seal this that day of August, 1999. OFFICIAL SEAL MARGARET L. HONAN Notary Public — State of Illinois My Commission Expires April 17, 2003

99812399

EXHIBIT "A"

Legal Description

PARCEL 1:

THAT PART OF OUTLOT "D" IN SCHAUMBURG INDUSTRIAL PARK (HEREINAFTER DESCRIBED) BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF STATE PARKWAY WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MURIDIAN, THENCE EASTERLY ALONG THE SOUTH LINE OF STATE PARKWAY, AND AT RIGHT ANGLES TO THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NOWTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (SAID LINE OF STATE PARKWAY TEA) ING NORTH 89 DEGREES, 54 MINUTES, 06 SECONDS EAST) 1380.00 FEET TO A POINT OF CURVE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STATE PARKWAY, BEING THE ARC OF A CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS 560.00 FEET, A DISTANCE OF 306.27 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STATE PARKWAY AND ALONG THE EXTENSION OF THE LAST DESCRIBED CURVED L N), A DISTANCE OF 473.64 FEET TO A POINT OF CURVED TANGENCY; THENCE SOUTH 10 DEGREES, 18 MINUTES, 10 SECONDS EAST ALONG THE WESTERLY LINE OF STATE PARKWAY, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 143.65 FEET; THENCE SOUTH 79 DEGREES 24 MINUTES, 48 SECONDS WEST 350.60 FEET, THENCE NORTH 10 DEGREES, 35 MINUTES, 12 SECONDS WEST, 314.02 FEET; THENCE NORTH 22 DEGREES, 49 MINUTES, 47 SECONDS EAST 299.16 FEET TO THE POINT OF BEGINNING, IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBJIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION VI, PART OF THE SOUTHWEST 1/4 OF SECTION 12 PART OF THE NORTHWEST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO PLAT THEREOF REGISTERED IT THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 10, 1959 AS DOCUMENT NUMBER LR2455597. IN COOK COUNTY, ILLINOIS.

PIN 07-14-400-007 Address 1019-87 E. National Pantury, Schaumburg

99812399

EXHIBIT "A"

Legal Description

PARCEL 2:

THAT PART OF OUTLOT "D" IN SCHAUMBURG INDUSTRIAL PARK (HEREINAFTER DESCRIBED) BOUNDED BY A LINE DESCRIBED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF STATE PARKWAY WITH THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE EASTERLY, ALONG THE SOUTH LINE OF STATE PARKWAY, AND AT RIGIT ANGLES TO THE SAID WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 11, TOWNSHIF 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN (SAID LINE OF STATE PARKWAY BEARING MORTH 89 DEGREES, 54 MINUTES, 06 SECONDS EAST) 1380.00 FEET TO A POINT OF CURVE IN SAID LINES; THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF STATE PARKWAY, BEING THE ARC OF CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 560.00 FEET FOR A DISTANCE OF 779.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 10 DEGREES, 18 MINUTES, 10 SECONDS EAST ALONG TIE WESTERLY LINE OF STATE PARKWAY, TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 143.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID SOUTHWESTERLY LINE OF STATE PARKWAY, 211.81 FEET TO A POINT OF CURVE IN SAID LINE; THENCE SOUTHEASTERLY ALONG THE WESTERLY LINE OF

STATE PARKWAY, BEING THE ARC OF CIRCLE, TANGENT TO THE LAST DESCRIBED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 850.00 FEET, A DISTANCE OF 197.98 FEET TO A POINT OF INTERSECTION WITH A CURVED LINE; THENCE SOUTHLESTERLY ALONG THE ARC OF A CIRCLE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 355.00 FETT, A DISTANCE OF 144.05 FEET; THENCE SOUTH 87 DEGREES, 16 MINUTES, 56 SECONDS WEST. TANGENT TO THE LAST DESCRIBED CURVED LINE, A DISTANCE OF 230.95 FEET; THENCE NORTH 16 DEGREES, 35 MINUTES, 12 SECONDS WEST, A DISTANCE OF 385.87 FEET, THENCE NORTH 79 DEGREES, 24 MINUTES, 48 SECONDS EAST, 350.60 FEET TO THE POINT OF BEGINNING, IN SCHAUMBURG INDUSTRIAL PARK, BEING A SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 11, PART OF THE NORTHEAST 1/4 OF SECTION 13 AND PART OF THE NORTHEAST 1/4 OF SECTION 14, ALL IN TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEPLOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 10, 1969 AS DOCUMENT LR2455597, IN COOK COUNTY, ILLINOIS.

PIN 07-11-400-008

99812399

EXHIBIT "B"

Schedule of Current Leases

<u>Unit</u>	<u>Name</u>
1034	Paddock Publications, Inc.
1082	Belden Press, Inc.
1084	Store Fixture Outlet Corp.
1086	Mg & Associates Worldwide, Inc.
1088	GIDI Holdings, Inc.
1092	Ericsson Radio Systems, Inc.
1096	All American Lite insurance Company
1046	Woodfield Chevrolet-Geo, Inc.
1050	Innovative Components, Inc.
1054	Maruwa America Corporation Store Fixture Outlet Production 2000
1056	Store Fixture Outlet
1058	Production 2000
1070	Production 2000 Electronic Design & Mfg., Inc.
1080	DocuNet L.L.C.

.R	DEPT-01 RECORDING	4.15
		\$47.00
•	T\$0011 TRAN 5099 08/25/99	12:30:00
*	+7597 + TB *-99-8 COOK COUNTY RECORDER	12399