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Shopping Center (the "Shopping Center"); and

(2) All of the rights, title and interests of ASSIGNOR, as tenant under the Master Lease, in, to, under or in connection with all leases, subleases, licenses, contracts, agreements and other documents to which ASSIGNOR is a party, in connection with the owning, holding, leasing, subleasing, operation, management, repair, maintenance or otherwise dealing with the Master Lease, the Retail Space, the Retail Improvements, the Common Areas and Facilities or the Shopping Center; and

(3) All of the rights, title and interests of ASSIGNOR in, to, under or in connection with the Retail Improvements.

TO HAVE AND TO HOLD to ASSIGNEE and its successors and assigns forever.

THIS ASSIGNMENT AND CONVEYANCE: (1) Is subject to the terms of the Master Lease and to all liens, encumbrances and other matters of record affecting the Property, if any, and (2) shall be binding on and inure to the benefit of ASSIGNOR and ASSIGNEE and their respective successors and assigns forever.

ASSIGNOR warrants that the person(s) executing this Instrument on behalf of ASSIGNOR has/have full power and authority to do so.

IN WITNESS WHEREOF, ASSIGNOR has duly executed this Instrument as of the date first written above.

AMERICAN NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO,  
as successor Trustee to First Bank National Association,  
not personally, but as Trustee under  
Trust Agreement dated July 1, 1983 and known as Trust No. 6777

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: Mark DeGrazia  
Name: MARK DeGRAZIA  
Title: TRUST OFFICER

Attest: David Rosenfeld  
Name: DAVID S. ROSENFELD  
Title: ASSISTANT VICE PRESIDENT

\* \* \*

Exempt under provisions of Paragraph e, Section 4,  
Real Estate Transfer Tax Act.

STATE OF ILLINOIS )  
) SS.  
COUNTY OF COOK )

1-20-00  
Date

David Rosenfeld  
Buyer, Seller or Representative

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that MARK DeGRAZIA DAVID S. ROSENFELD as \_\_\_\_\_ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, and \_\_\_\_\_ TRUST OFFICER ASSISTANT VICE PRESIDENT as \_\_\_\_\_

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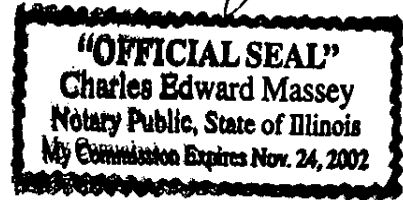
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of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing Instrument as such \_\_\_\_\_ and \_\_\_\_\_, respectively, appeared before me this day in person and acknowledged that she/he/they signed, sealed and delivered the said Instrument as her/his/their free and voluntary act(s), and as the free and voluntary act of American National Bank and Trust Company of Chicago, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of JAN 20 2000, 1999.

*Charles Edward Massey*  
Notary Public

Commission Expires: Nov 24, 2002



Prepared By and Mail Recorded Instrument To:

Sally A. Jackle  
PO Box 70  
Vail, CO 81657  
Tel: 970-476-1300

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## EXHIBIT A

1. Commercial Lease of Illinois State Property, dated November 11, 1983
2. Memorandum of Lease, dated March 28, 1984 and recorded with the Cook County Recorder of Deeds April 9, 1984 as Document No. 27037576
3. First Amendment to Commercial Lease of Illinois State Property, dated April 30, 1984
4. Second Amendment to Commercial Lease of Illinois State Property, dated September 10, 1984
5. Third Amendment to Commercial Lease of Illinois State Property, dated April 4, 1985
6. Letters and Letter Agreements Concerning Master Lease - November 1983 through May 1986
  - A. Opinion Letter of Counsel for Department of Central Management Services, dated November 23, 1983
  - B. Letter Agreement dated November 11, 1983 (concerning City of Chicago Permits)
  - C. Letter of Understanding dated November 22 and 29, 1983 (concerning Affirmative Action Goals)
  - D. Letter Agreement dated March 27, 1984 (concerning Extension of Mortgage Contingency Period)
  - E. Letter Agreement dated June 22, 1984 (concerning City of Chicago Permits)
  - F. Letters dated August 16, 1984 and September 12, 1984 (concerning Representatives of Parties to Master Lease)
  - G. Letter Agreement dated May 29, 1986 (concerning Hallmark Rent Subsidy)
7. Letter Agreement dated June 5, 1987 (concerning changes in rent, cleaning services, hot and chilled water costs, engineering services, operation and maintenance of water feature and other matters)
8.
  - A. Insurance Trustee Letter Agreement dated February 1, 1988 from Boulevard Bank N.A. to Chicago Title and Trust Company
  - B. Letter Agreement dated August 21, 1988 from Boulevard Bank N.A. to Dept. of Central Management Services concerning certain operating engineer services
  - C. Letter Agreement dated January 29, 1988 to Dept. of Central Management Services concerning certain cleaning services
9. Fourth Amendment to Commercial Lease of Illinois State Property dated November 15, 1989
10. Fifth Amendment to Commercial Lease of Illinois State Property dated October 1, 1990
11. Letter Agreement dated June 8, 1992 regarding Representatives of the parties under Section 35.2 of the Master Lease

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12. Sixth Amendment to Commercial Lease of Illinois State Property dated February 15, 1991
13. Letter dated October 21, 1993 regarding change from The Palmer Group Ltd to TPG Realty Services and new addresses for Charles W. Palmer and Raymond P. Felson
14. Seventh Amendment to Commercial Lease of Illinois State Property dated May 31, 1995
15. First Amendment to Exhibit 2 Cleaning Services Agreement dated August 15, 1995
16. Letter Agreement dated November 28, 1995 confirming names and addresses of the persons who are representatives of the parties under Section 35.2 of the Master Lease

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## EXHIBIT B

### LEGAL DESCRIPTION

#### PARCEL 1:

BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING THEREFROM THE WEST 3 FEET THEREOF, TAKEN FOR WIDENING NORTH LA SALLE STREET), IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

THE VACATED WEST 16 FEET OF CLARK STREET LYING EAST OF AND ADJOINING BLOCK 34 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PERMANENT INDEX NUMBERS:

17-09-434-020-8001, 17-09-434-020-8003, 17-09-434-020-8006, 17-09-434-020-8012, 17-09-434-020-8013, 17-09-434-020-8023, 17-09-434-020-8027, 17-09-434-020-8033, 17-09-434-020-8034, 17-09-434-020-8038, 17-09-434-020-8041, 17-09-434-020-8044, 17-09-434-020-8049, 17-09-434-020-8052, 17-09-434-020-8053, 17-09-434-020-8056, 17-09-434-020-8058, 17-09-434-020-8059, 17-09-434-020-8060, 17-09-434-020-8061, 17-09-434-020-8062, 17-09-434-020-8063, 17-09-434-020-8064, 17-09-434-020-8065, 17-09-434-020-8066, 17-09-434-020-8067, 17-09-434-020-8068, 17-09-434-020-8069, 17-09-434-020-8070, 17-09-434-020-8071, 17-09-434-020-8072, 17-09-434-020-8073, 17-09-434-020-8074, 17-09-434-020-8075, 17-09-434-020-8076, 17-09-434-020-8077, 17-09-434-020-8078, 17-09-434-020-8079, 17-09-434-020-8080, 17-09-434-020-8081, 17-09-434-020-8082, 17-09-434-020-8083, 17-09-434-020-8084, 17-09-434-020-8085, 17-09-434-021-0000, 17-09-434-022-0000, 17-09-434-023-0000

COMMONLY KNOWN AS 100 W. RANDOLPH, CHICAGO, IL 60601

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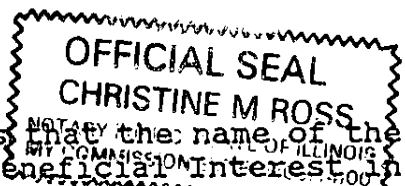
## STATEMENT BY GRANTOR AND GRANTEE

The Grantor or his Agent affirms that, to the best of his knowledge, the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire title to real estate under the laws of the State of Illinois.

Dated January 20, 2000

Signature: [Signature]  
Grantor or Agent

Subscribed and sworn to before me by the said [Name] this 20th day of January, 2000  
Notary Public [Signature]



The Grantee or his Agent affirms and verifies that the name of the Grantee shown on the Deed or Assignment of Beneficial Interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated January 20, 2000

Signature: [Signature]  
Grantee or Agent

Subscribed and sworn to before me by the said [Name] this 20th day of January, 2000  
Notary Public [Signature]



NOTE: Any person who knowingly submits a false statement concerning the identity of a Grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

(Attach to Deed or ABI to be recorded in Cook County, Illinois, if exempt under the provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.)

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JESSE WHITE

RECORDER OF DEEDS / REGISTRAR OF TORRENS TITLES  
COOK COUNTY, ILLINOIS