

## ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, by HYATT EQUITIES, L.L.C., AND OTHER LOAN DOCUMENTS

Assignee

Dated: as of February 1, 2000 HYATT CORPORATION,

Prepared by and after recording return to:

Neal, Gerber & Eisenberg Two North LaSalle Street **Suite 2100** Chicago, Illinois 60602 Attn: Jeffrey S. Rheeling, Esq.



#### UNOFFICIAL COPY 00080342

# ASSIGNMENT OF LEASEHOLD MORTGAGE, ASSIGNMENT OF RENTS, SECURITY AGREEMENT AND FIXTURE FILING, AND OTHER LOAN DOCUMENTS

HYATT EQUITIES, L.L.C., a Delaware limited liability company, having an address at 200 West Madison Street, 42<sup>nd</sup> Floor, Chicago, Illinois 60606 ("Assignor"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells, transfers, quitclaims, assigns, delivers, sets-over and conveys to HYATT CORPORATION, a Delaware corporation, having an address at 200 West Madison Street, 42<sup>nd</sup> Floor, Chicago, Illinois 60606 ("Assignee"), without recourse, representation or warranty, express or implied, all of Assignor's right, title and interest in, to and under the following:

- 1. that certain Leasehold Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 1, 1999 and recorded on May 13, 1999 with the Cook County Recorder as Document No. 9946514 (the "Mortgage") constituting a mortgage lien and security interest in the property legally described in Exhibit A attached hereto and made a part hereof;
- all other documents and instruments evidencing, securing or supporting all or any portion of the loan (the "Loan") described or referred to in the Mortgage including, without limitation (a) that certain Mortgage Note dated as of March 1, 1999 (the "Note"), made by HT-Rosemont Annex, Inc., a Delaware corporation ("Borrower"), to the order of Assignor, in the principal amount of Fifteen Million and Not 100 Dollars (\$15,000,000.00) (the "Note"), (b) that certain Building Loan Agreement dated as of March 1, 1999, by and between Assignor and Borrower, (c) that certain Guaranty Agreement dated as of March 1, 1999 from HG, Inc., a Delaware corporation ("HG"), for the benefit of Assignor, (d) that certain Environmental Indemnity Agreement dated as of March 1, 1999 from Borrower for the benefit of Assignor, and (e) the other Loan Documents (as defined in the Mortgage); and
- 3. any claims, causes of action, actions or rights Assignor now has against (a) Borrower, or (b) HG, a guarantor of certain of Borrower's obligations under certain of the Loan Documents, arising out of or in any way relating to the Loan or the Loan Documents.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the 1<sup>st</sup> day of February, 2000.

**ASSIGNOR:** 

HYATT EQUITIES, L.L.C., a Delaware limited liability company

By: <u>∽</u>	all !	14	
Name:	Kirk	A. Rose	
Title:	VP		

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STATE OF ILLINOIS )				
)				
COUNTY OF COOK ' )				
Before me, faisticled hake, on this day personally appeared				
Kill A. Kofe , known to me to be the person whose name is subscribed to the				
foregoing instrument, and known to me to be the Vice Resident of Hyatt Equities,				
L.L.C., a Delaware limited liability company, and acknowledged to me that he/she executed said				
instrument for the purposes and consideration therein expressed, and as the act of said company,				
on behalf of said company. Given under my hand and seal of office this of day of February,				
2000.				
2000.				
Jacqueline Jasker				
Wotary Public				
yotary public				
My Commission Expires: -60-00				
(SEAL)				
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§ UFFICIAL SEAL				
JACQUELINE TASKER				
NOTARY PUBLIC, STATE OF ILLINOIS				
MY COMMISSION EXPIRES:07/16/00				
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JACQUELINE TASKER NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES:07/16/00				
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#### LEGAL DESCRIPTION

THAT PART OF LOT 3 IN GERHARD HUEHL ESTATE DIVISION IN SECTION 3, TOWNSHIP 40 NORTH, RANGE 12 EAST AND SECTION 34, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 3, 272.37 FEET; THENCE SOUTH ON A LINE FORMING A 90 DEGREE ANGLE WITH THE NORTH LINE OF SAID LOT 3, 239.68 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3; THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 3, 336.37 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 3 248.08 FEET TO THE POINT OF REGINNING (EXCEPTING THEREFROM THAT PART TAKEN IN CONDEMNATION CASE 85L50688 FOR HIGHWAYS AND ALSO THAT PART DEDICATED FOR GEVON AVENUE AS PER DOCUMENT NO. 10591813) IN COOK COUNTY, ILLINOIS.

PINS: 12-03-100-007-0000

12-03-100-008-0000 12-03-100-009-0000

Property Address: 6300 River Road

Rosemont, Illinois