

THIS INSTRUMENT PREPARED
BY AND RETURN TO:



Ronald I. Reicin, Esq.
Jenner & Block LLC
One IBM Plaza
Chicago, Illinois 60611

ASSIGNMENT OF LESSOR'S INTEREST IN LEASE
(300 S. Riverside)

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASE (this "Assignment") is made and entered into as of this 29th day of May, 2001 (the "Effective Date") by CHICAGO UNION STATION COMPANY, an Illinois corporation ("Assignor"), and CUSCO NO. 1 LLC, an Illinois limited liability company ("Assignee").

WITNESSETH:

Assignor desires to convey and transfer to Assignee, and Assignee to desires to assume, all of Assignor's right, title and interest, as lessor, in, to and under that certain lease (the "Lease") dated April 8, 1980 by and between Assignor and LaSalle Bank, N.A., as successor trustee to American National Bank and Trust Company of Chicago, as trustee under Trust Agreement dated June 15, 1995 and known as Trust No. 120500-01 (the "Lessee"), which Lease appears as an attachment to Assignment of Lease, recorded with the County Recorder of Cook County, Illinois on October 2, 1980 as Document Number 25607453, as amended by an Amendment of Lease dated December 24, 1980 and recorded on February 9, 1981 as Document Number 25767019, as further amended by Second Amendment to Lease dated April 7, 1988 and recorded on May 11, 1988 as Document Number 88200211, as further amended by Third Amendment to Lease dated September 14, 1990 and recorded on October 3, 1990 as Document Number 90483165, as further amended by Fourth Amendment to Lease dated December 1, 1994 and recorded January 6, 1995 as Document Number 95012641, as further amended by Fifth Amendment to Lease dated September 28, 1995 and recorded October 3, 1995 as Document Number 95669327, located within that certain real property located in Chicago, Cook County, Illinois, as described in Exhibit A attached hereto and made a part hereof (the "Property").

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment. As of the Effective Date, Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of its right, title and interest in, to and under the Lease.

1st AMERICAN TITLE order # CC 200711
286 42

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2. Assumption. As of the Effective Date, Assignee hereby accepts such assignment of the Lease and agrees to be bound by, and to keep, observe and perform, the terms, covenants and conditions of the Lease.

3. Indemnification of Assignee. Assignor shall indemnify, defend and hold harmless Assignee and its officers, members, affiliates, agents, employees, successors and assigns from and against any and all loss, damage, cost, liability, expense, claim, suits, or proceedings (including, without limitation, reasonable attorneys' fees, paralegal fees and costs) attributable to any obligations and liabilities that arise or accrue under the Lease prior to the Effective Date.

4. Indemnification of Assignor. Assignee shall indemnify, defend and hold harmless Assignor and its directors, officers, shareholders, affiliates, agents, employees, successors and assigns from and against any and all loss, damage, cost, liability, expense, claim, suits, or proceedings (including, without limitation, reasonable attorneys' fees, paralegal fees and costs) attributable to any obligations and liabilities that arise or accrue under the Lease on or after the Effective Date.

5. Further Assurances. Each party hereto, on behalf of itself and its successors and assigns, agrees to do, execute, acknowledge and deliver, or to cause to be done, executed, acknowledged and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney and assurances that may be reasonably requested by the other party hereto to more fully complete and perform the transactions contemplated by this Assignment.

6. Successor and Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto.

7. Entire Agreement. This Assignment embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

8. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

9. Waiver. Neither party hereto shall be deemed to have waived any right, power or privilege under this Assignment unless such waiver shall have been expressed in a written instrument signed by the waiving party. The failure of any party hereto to enforce any provision of this Assignment shall in no way be construed as a waiver of such provision or a right of such party to thereafter enforce such provision or any other provision of this Assignment.

10. Governing Law. This Assignment and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of laws provisions.

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11. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

12. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

[Remainder of page intentionally left blank]

Property of Cook County Clerk's Office

10466763

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~~STATE OF ILLINOIS~~)
DISTRICT OF COLUMBIA) SS
~~COUNTY OF COOK~~)

I, Anita L. Martin, a Notary Public in and for said ^{District of} ~~Columbia~~ ^{County} ~~and State~~, do hereby certify that Edward V. Walker, III, the President of Chicago Union Station Company, 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 said instrument on behalf of said Company for the uses and purposes therein set forth; and said instrument was signed and delivered as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 29th day of May, 2001.

Anita L. Martin

Notary Public

My commission expires: April 14, 2002

~~STATE OF ILLINOIS~~)
DISTRICT OF COLUMBIA) SS
~~COUNTY OF COOK~~)

I, Anita L. Martin, a Notary Public in and for said ^{District of} ~~Columbia~~ ^{County} ~~and State~~, do hereby certify that Edward V. Walker, III, the President of Chicago Union Station Company, the sole member of CUSCO NO. LLC, 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 said instrument on behalf of said Company for the uses and purposes therein set forth; and said instrument was signed and delivered as his free and voluntary act, and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this 29th day of May, 2001.

Anita L. Martin

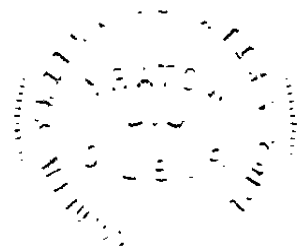
Notary Public

My commission expires: April 14, 2002

10-000783

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EXHIBIT A

Legal Description

LOT 7 (EXCEPT THE WEST 122.53 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, BOTH INCLUSIVE, BLOCK 78, PARTS OF BLOCKS 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, BOTH INCLUSIVE, AS DOCUMENT NUMBER 8339751 EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE RECORDED AS DOCUMENT 25607453 AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM AND ALSO EXCEPTING THEREFROM THE BUILDING AND IMPROVEMENTS LOCATED THEREON, IN COOK COUNTY, ILLINOIS.

Common Location: 300 South Riverside Plaza

P.I.N. Number: 17-16-121-003-6002

10466783

County of Cook Clerk's Office