

# UNOFFICIAL COPY

03074951

## COLLATERAL ASSIGNMENT OF LEASE GUARANTEE

THIS COLLATERAL ASSIGNMENT OF LEASE GUARANTEE ("Agreement") is made and delivered as of this 23rd day of March, 1993 by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee ("Trustee") under Trust Agreement dated May 15, 1989, and known as Trust No. 108390-01 (the "Trust"), and VAN BUREN ASSOCIATES, an Illinois general partnership (the "Beneficiary"), being the sole beneficiary of the Trust (the Trust and Beneficiary are hereinafter jointly referred to as "Assignor"), to and for the benefit of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Assignee")

### RECITALS:

A. There was executed that certain Installment Note of Mortgagor in the principal amount of Seven Million and 00/100 Dollars (\$7,000,000.00), payable to the order of Assignee dated November 30, 1989, which was amended by a certain First Amendment to Construction Loan Agreement dated August 15, 1991 and as further amended by a certain Extension Agreement dated December 31, 1991, recorded in the office of the Recorder of Deeds of Cook County, Illinois on March 13, 1992, as Document No. 92133249 and as further amended by a certain Second Extension Agreement and Modification of Mortgage dated December 31, 1992, recorded in the office of the Recorder of Deeds of Cook County, Illinois on February 10, 1993, as Document No. 93112766 (said Installment Note, as so amended, is hereinafter referred to as the "Note"); such Note was secured, inter alia, by a mortgage made by the Trust in favor of Assignee dated November 30, 1989, recorded December 28, 1989, in the office of the Recorder of Deeds, Cook County, Illinois as Document No. 89618045 (said mortgage as amended by the aforesaid amendments and extensions, as hereinafter referred to as the "Mortgage") mortgaging certain property as described in the Mortgage including the real estate in Cook County, Illinois legally described on Exhibit A attached hereto (the "Property") and certain other collateral now or hereafter evidencing or securing the Note (said collateral and the documents and instruments creating said collateral are collectively referred to herein as the "Additional Collateral").

B. Assignor and Assignee entered into a Construction Loan Agreement dated November 30, 1989 which was amended by a certain First Amendment to Construction Loan Agreement dated August 15, 1991, and as further amended by a certain Second Amendment to Construction Loan Agreement dated December 31, 1991, and as further amended by a certain Third Amendment to Construction Loan Agreement dated December 31, 1992 (said Construction Loan Agreement as so amended is herein referred to as the "Loan Agreement").

C. Concurrent herewith Assignor and Assignee have entered into that certain Fourth Amendment to Construction Loan Agreement (the "Fourth Amendment") further amending the Loan Agreement.

BOX 333 - TH

03074951

4500  
6/24

2014  
730730912

# UNOFFICIAL COPY

RECORDED

Property of Cook County Clerk's Office

RECORDED

# UNOFFICIAL COPY

D. Pursuant to the Fourth Amendment, a condition precedent for Assignee entering into the Fourth Amendment is that Assignor enter into this Agreement and grant to Assignee a security interest, lien, encumbrance and charge upon the Lease Guarantee (hereafter defined).

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby collaterally assign, pledge, convey, set over and grant a security interest unto Assignee, all right, title and interest of Assignor in and to the Lease Guarantee described on Exhibit "B" attached hereto and made a part hereof as additional collateral security to and for (a) the payment of (i) the debt evidenced by the Note, and (ii) all other indebtedness arising under the Mortgage or any of the Additional Collateral, (b) the performance of all of the terms and conditions of the Loan Agreement, Note, Mortgage and Additional Collateral, and (c) the performance of all of the terms and conditions of the Loan Agreement, Note, Mortgage and Additional Collateral.

2. Assignor represents that Assignor has good right and authority to make this Agreement that Assignor has not heretofore assigned, pledged or otherwise disposed of or encumbered the Lease Guarantee, and that Assignor has not performed any acts or executed any other instruments which might prevent Assignee from operating under any of the terms and conditions of this Agreement, that said Lease Guarantee has not been amended or terminated, and remains in full force and effect, and there has occurred thereunder no default or event which with the passage of time or notice, or both, would become a default thereunder.

3. Assignor agrees to observe, perform and discharge, or cause same, duly and punctually, all and singular, the terms and conditions of the Note, Mortgage, Loan Agreement and Additional Collateral and the terms and conditions of the Lease Guarantee in all respects.

4. Assignor also agrees:

a. not to execute any other assignments of the Lease Guarantee or any interest therein;

b. if so requested by Assignee, to enforce the Lease Guarantee and all rights and remedies available to Assignor against the guarantors thereunder (the "Guarantors") in case of a default under the Lease Guarantee by said Guarantors; provided, however, that Assignor shall be entitled to

03074951

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/2011

11/11/2011

# UNOFFICIAL COPY

enforce its rights and remedies against the Guarantors as determined in the exercise of its business judgment;

c. notwithstanding any amendment, modification or other change of the terms and conditions of the Loan Agreement, Note, Mortgage or any of the Additional Collateral or any extension of time for payment thereunder or any release of part or parts of the Property, the Lease Guarantee hereby assigned shall continue as additional collateral security in accordance with the terms and conditions of this Agreement.

5. Each of the following shall constitute an Event of Default under this Agreement:

a. If an Event of Default as defined in any one or more of the Loan Agreement, Note, Mortgage or Additional Collateral shall occur thereunder.

b. If default shall be made in the due and punctual performance of any other term, covenant, provision, agreement, condition or obligation herein contained.

c. If any representation or warranty made herein shall be or become untrue in any respect.

6. It is understood and agreed that Assignor shall be entitled to the rights, benefits and avails of the Lease Guarantee unless and until election by Assignee after an Event of Default shall have occurred hereunder. In such event and election, Assignee shall be entitled forthwith without any further notice whatsoever to Assignor to take control of the Lease Guarantee and all rights, benefits and avails accruing thereunder and to do all acts and things which Assignor could do under or pursuant to the Lease Guarantee, all in the sole judgment and discretion of Assignee and to exercise any other remedy available to it at law or in equity. Without limiting the foregoing, upon such event and election, Assignee shall be entitled to exercise any one or more of the following, whether concurrently or successively, as Assignee may in its discretion elect: (a) notify the Guarantors of such Event of Default and this Agreement, (b) enforce the obligations of such Guarantors under the Lease Guarantee, (c) complete construction of all improvements on the premises, and/or (d) in general perform all acts under the Lease Guarantee, as Assignee in its discretion may determine advisable. In the event of such Event of Default, Assignor agrees to endorse and deliver to Assignee the Lease Guarantee. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Lease Guarantee to Assignee as aforesaid, this Agreement shall be deemed to be an assignment of said Lease Guarantee to Assignee upon such event and election.

03071951



# UNOFFICIAL COPY

7. It is further understood that this Agreement shall not operate to place responsibility upon Assignee for the performance of any of the terms and conditions of the Lease Guarantee assigned hereunder, or for any other performance with respect to the Property except and until Assignee exercises its rights under this Agreement (and upon such exercise only with respect to such obligations as first accrue after the date thereof).

8. The acceptance of the assignment made herein and the receipt of the rights, benefits and avails of the Lease Guarantee hereby assigned upon the events referred to above shall be without prejudice to and shall not constitute a waiver on the part of Assignee of any of the Assignee's rights or remedies under the terms and conditions of any one or more of the Loan Agreement, Note, Mortgage or Additional Collateral.

9. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease Guarantee or under or by reason of this Agreement, and Assignor shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liabilities, losses, damages, costs, expenses (including without limitation attorneys' fees), actions, suits, judgments, claims and demands made against or incurred or suffered by it on account of or relating to (a) the Lease Guarantee or this Agreement or (b) any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease Guarantee arising out of events occurring prior to the exercise by Assignee of its rights under this Agreement.

10. This Agreement is intended to be supplementary to and not in substitution for or in derogation of any assignment of the Lease Guarantee to secure said debt and indebtedness contained in the Loan Agreement, Mortgage or related documents.

11. Assignor shall upon demand, execute and deliver to Assignee such further documents and do and perform such other acts and things as Assignee may reasonably deem necessary or appropriate to make effective this Agreement and the obligations of Assignor under this Agreement and to more effectively vest in and secure to Assignee the Lease Guarantee and the rights, benefits and avails therefrom.

12. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts.

13. This Agreement is executed on behalf of the Trust by American National Bank and Trust Company of Chicago, not

UNOFFICIAL COPY

Property of Cook County Clerk's Office



# UNOFFICIAL COPY

personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as land trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any personal liability on American National Bank and Trust Company of Chicago by reason thereof; provided, however, that the foregoing shall not be deemed a release or impairment of said indebtedness or of the lien of the Mortgage, as amended concurrent herewith, nor prejudice Assignee from foreclosing the Mortgage, or exercising any of its other rights and remedies hereunder or under the Note, the Loan Agreement, the Letters of Credit, and the Additional Collateral, all as previously amended and as amended hereby, and/or concurrent herewith, or from securing a deficiency or personal judgment against any subsequent owner of the real estate who assumes the indebtedness created pursuant thereto; and nothing herein shall modify or discharge the personal liability and responsibility of Beneficiary, ~~or the Trust~~, or any of the guarantors under the Initial Payment Guarantees, as amended concurrent herewith or under the \$1,100,000 Additional Payment Guarantees, or of any signatories under the EIA (as such terms are defined in the Fourth Amendment), as amended concurrent herewith.

14. Notwithstanding anything in this Agreement to the contrary, Assignee, for itself and its successors and assigns, agrees that it shall assert no personal liability under this Agreement against any individual general partner of BK Van Buren, an Illinois general partnership ("BK Van Buren"), or CZ Investors Limited Partnership, an Illinois limited partnership ("CZ Investors") in their capacity as general partners of either of said partnerships, which are the two general partners of the partnership under which Beneficiary acts, for any default by Beneficiary or the Trust, in the performance of any of the terms, conditions or obligations under this Agreement or any other collateral instruments (if any), other than guarantees, securing the Note. Nothing herein contained shall, however, be deemed a release or impairment of said indebtedness or the lien of the Mortgage, as amended concurrent herewith, nor prejudice Assignee from exercising any of its rights under the Note, Loan Agreement, Letters of Credit and any Security Document all as previously amended and as amended hereby and/or concurrent herewith or from securing a deficiency or personal judgment against any subsequent owner of the real estate who assumes the indebtedness created pursuant thereto; and nothing herein contained shall modify or discharge the personal liability and responsibility of Beneficiary ~~or the Trust~~ or of any of the guarantors under the Initial Payment Guarantees, as amended concurrent herewith or under the \$1,100,000 Additional Payment Guarantees, or of any signatories under the EIA, as amended concurrent herewith.

03074951

UNOFFICIAL COPY

Property of Cook County Clerk's Office

0000000000

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year first above written.

## ASSIGNEE

AMERICAN NATIONAL BANK  
AND TRUST COMPANY OF CHICAGO

By: *Joseph L. Conde*  
Title: Special Vice President

Attest: *[Signature]*  
Title: V.P. of Legal

## ASSIGNOR

VAN BUREN ASSOCIATES,  
an Illinois general partner-  
ship, by its General Partners

By: BK VAN BUREN, an Illinois  
general partnership

By: *[Signature]*  
a general partner

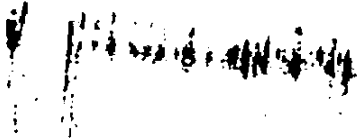
By: CZ INVESTORS LIMITED  
PARTNERSHIP, an Illinois  
limited partnership

By: *[Signature]*  
General Partner

AMERICAN NATIONAL BANK AND  
TRUST COMPANY, not personally,  
but as Trustee under Trust  
Agreement dated May 15, 1989,  
known as Trust No. 108380-01

By: *[Signature]*  
Its: *[Signature]*

Attest: *[Signature]*  
Its: James V. Luthus  
ASSISTANT SECRETARY



COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1993 DEC 29 PM 12:47

03074951

Office

03074951

# UNOFFICIAL COPY

*[Faint, illegible text from a document, possibly a contract or legal notice, is visible in the background.]*

Property of Cook County Clerk's Office

180400

742 11 05 0000

10000000

# UNOFFICIAL COPY

## Consent of Guarantor

The undersigned does hereby consent and agree to the foregoing including without limitation the provisions of Paragraph 4 thereof and does hereby further certify and agree that (a) it has delivered to Assignee a true and complete copy of its Lease Guarantee with Assignor, there has occurred thereunder no default or event which with the passage of time or notice, or both, would become a default thereunder and said Lease Guarantee has not been amended or terminated and remains in full force and effect (b) it shall not amend or terminate said Lease Guaranty without the express prior written consent of Assignee and (c) it shall promptly serve upon Assignee a copy of all notices served or required to be served by it upon Assignor under said Lease Guaranty.

Dated: Dec 23, 1993

Guarantor

BENNETT & KAHNWEILER, INC.,  
an Illinois corporation

By: [Signature]

Its: President

Property of Cook County Clerk's Office

03074951

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

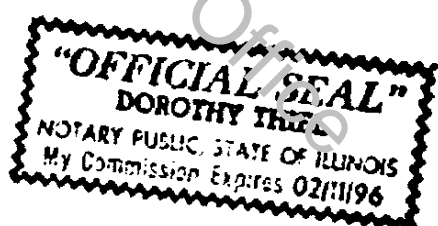
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Dorothy Thiel, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above named Second Vice President and Assistant Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated May 15, 1989 and known as Trust No. 108380-01, as assignor and personally known to be to be the same persons whose names are subscribed to the foregoing instrument as such Second Vice President and Assistant Secretary respectively, appeared before me this day in person and severally acknowledged they signed and delivered said instrument as their free and voluntary act as Trustee of said AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee as aforesaid for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary as custodian of the corporate seal of said Trustee caused the corporate seal of said Trustee to be affixed to said instrument as said Assistant Secretary's own free will and voluntary act and as the free and voluntary act of said Trustee for the uses and purposes therein set forth.

Dorothy Thiel GIVEN UNDER MY hand and official seal this 23 day of February, 1993.

Dorothy Thiel  
Notary Public

Commission expires 2/11, 1996



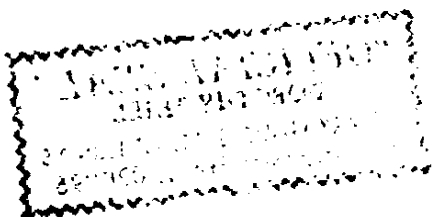
03074951

# UNOFFICIAL COPY

PROPERTY OF STATE

COOK COUNTY CLERK

Property of Cook County Clerk's Office



1000-0000



# UNOFFICIAL COPY

STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

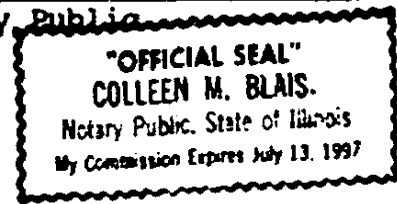
I, COLLEEN M. BLAIS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard C. Burger, personally known to me be the General Partner of BK VAN BUREN, an Illinois general partnership which is one of the General Partners of VAN BUREN ASSOCIATES, an Illinois General Partnership, appeared before me this day in person and acknowledged that he did sign, seal and deliver the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said General Partnership for the purposes and uses therein set forth.

GIVEN under my hand and official seal this 2<sup>ND</sup> day of December, 1997.

Colleen M. Blais

Notary Public

Commission expires July 13, 1997



COOK COUNTY CLERK'S OFFICE  
03074951

# UNOFFICIAL COPY

FILED TO 10000

2000 10 10 10000

Property of Cook County Clerk's Office

1000 JALDIRIO  
CASE N 1001100

10000000

# UNOFFICIAL COPY

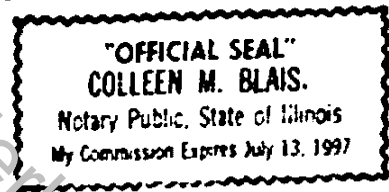
STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

I, COLLEEN M. BLAIS, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID ZAZOVE, personally known to me as the General Partner of CZ INVESTORS LIMITED PARTNERSHIP, an Illinois Limited Partnership which is one of the General Partners of VAN BUREN ASSOCIATES, an Illinois General Partnership, appeared before me this day in person and acknowledged that he did sign, seal and deliver the foregoing instrument as his own free and voluntary act and as the free and voluntary act of said Limited Partnership for the purposes and uses therein set forth.

GIVEN under my hand and official seal this 21<sup>st</sup> day of December, 1993.

Colleen M. Blais  
Notary Public

Commission expires July 13, 1997



03074951

# UNOFFICIAL COPY

RECORDED TO 2011

INDEXED TO 2011

Property of Cook County Clerk's Office

RECORDED  
INDEXED

2011

# UNOFFICIAL COPY

STATE OF ILLINOIS

)  
) SS.  
)

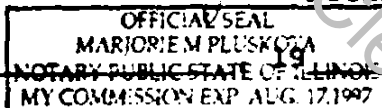
COUNTY OF COOK

I, Marjorie M. Pluskota, a notary public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that the above named Sead V. P. and Paul P. S. Secretary of the AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, as Assignee personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sead V. P. and Paul P. S. Secretary respectively, appeared before me this day in person and severally acknowledged they signed and delivered said instrument as their free and voluntary act as Trustee of said National Banking Association for the uses and purposes therein set forth; and the said Paul P. S. Secretary then and there acknowledged that said Sead V. P. Secretary, as custodian of the corporate seal of said National Banking Association caused the corporate seal of said National Banking Association to be affixed to said instrument as said Sead V. P. Secretary's own free will and voluntary act and as the free and voluntary act of said National Banking Association for the uses and purposes therein set forth.

GIVEN UNDER MY hand and official seal this 17th day of December, 1943.

Marjorie M. Pluskota  
Notary Public

Commission expires \_\_\_\_\_



# UNOFFICIAL COPY

STATE OF ILLINOIS

CLERK OF THE SUPREME COURT

Property of Cook County Clerk's Office

00000000

# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1:

SUB-LOT 3 IN LAFLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARDS SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 2:

6 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF LAFLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARDS SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT DATED JULY 6, 1886 AND RECORDED MAY 23, 1887 AS DOCUMENT 83240 MADE BY JOHN G. SHORTALL AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; RUNNING THENCE EAST 73-1/2 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 2 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 13 AFORESAID; THENCE WEST 73-1/2 FEET TO A POINT IN THE EAST LINE OF MAIN ALLEY RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SAID BLOCK 91, 6 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 210-214 WEST VAN BUREN, CHICAGO, ILLINOIS.

PIN NO. 17-16-228-013-0000

03074951

UNOFFICIAL COPY

Property of Cook County Clerk's Office

2024-00000



# UNOFFICIAL COPY

## EXHIBIT A

### PARCEL 1:

SUB-LOT 3 IN LAFLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 2:

6 FOOT PRIVATE ALLEY LYING NORTH OF AND ADJOINING SUB-LOT 3 AS SHOWN ON THE PLAT OF LAFLIN, LOOMIS AND CLARE'S PARTITION OF LOTS 14, 15 AND 16 AND THE SOUTHERLY 13 FEET OF LOT 13, ALL IN THOMAS H. HUBBARD'S SUBDIVISION OF THE EAST 1/2 OF BLOCK 91 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 21, 1878 AS DOCUMENT 170095.

### PARCEL 3:

NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE AGREEMENT DATED JULY 6, 1886 AND RECORDED MAY 23, 1887 AS DOCUMENT 832455 MADE BY JOHN G. SHORTALL AND OTHERS OVER THE FOLLOWING DESCRIBED LAND:

BEGINNING AT A POINT ON THE WEST LINE OF LOT 3 IN LOOMIS AND OTHERS SUBDIVISION AFORESAID 80 FEET NORTH OF THE NORTH LINE OF VAN BUREN STREET; RUNNING THENCE EAST 73-1/2 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 2 AFORESAID, AND 20 FEET EAST OF THE WEST LINE THEREOF; THENCE NORTH 12 FEET TO A POINT 6 FEET SOUTH OF THE NORTH LINE OF LOT 13 AFORESAID; THENCE WEST 73-1/2 FEET TO A POINT IN THE EAST LINE OF MAIN ALLEY RUNNING NORTH AND SOUTH THROUGH THE MIDDLE OF SAID BLOCK 91, 6 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 13; THENCE SOUTH 12 FEET TO THE POINT OF BEGINNING.

COMMONLY KNOWN AS 210-214 WEST VAN BUREN, CHICAGO, ILLINOIS.

PIN NO. 17-16-228-013-0000

03074951

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

RECORDED

# UNOFFICIAL COPY

## EXHIBIT B

### Lease Guarantee

Guaranty by Bennett & Kahnweiler, Inc., an Illinois corporation, of the obligations of Bennett & Kahnweiler Asset Management Company, an Illinois corporation ("Tenant") under that certain lease dated November 30, 1989, as amended, by and between Tenant and the Trust.

Property of Cook County Clerk's Office

03071951

# UNOFFICIAL COPY

11/11/2010

11/11/2010

PROPERTY OF COOK COUNTY CLERK'S OFFICE

Property of Cook County Clerk's Office

11/11/2010