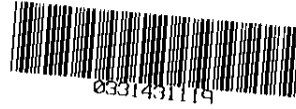


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Doc#: 0331431119
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 11/10/2003 02:54 PM Pg: 1 of 7

389
PREPARED BY AND
AFTER RECORDING
RETURN TO:

Frank E. Arado
Mayer, Brown, Rowe & Maw LLP
190 S. LaSalle Street
Chicago, Illinois 60603
Telephone: (312) 701-8862
Facsimile: (312) 706-8340

FIRST AMERICAN TITLE

ORDER # 0023290

Lukas DEC

ASSIGNMENT AND ASSUMPTION OF RENAISSANCE HOTEL GROUND LEASE

This Assignment and Assumption Agreement (this "Assignment") is entered into this 23rd day of October, 2003 and effective as of October 23, 2003 (the "Effective Date") between **CTF CHICAGO HOTEL LIMITED PARTNERSHIP**, an Ohio limited partnership having its principal place of business at c/o CTF Hotels & Resorts, 1615 M. Street, N.W., Suite 700, Washington, D.C. 20036 (hereinafter "Assignor") and **CTF CHICAGO HOTEL LLC**, a Delaware limited liability company having its principal place of business at c/o CTF Hotels & Resorts, 1615 M. Street, N.W., Suite 700, Washington, D.C. 20036 (hereinafter "Assignee").

RECITALS:

A. By instrument dated as of June 30, 1988 (the "Original Hotel Lease"), Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, entered into a lease with SHC Chicago Hotel Limited Partnership as lessee (collectively "Original Hotel Tenant"), whereby there was leased to Original Hotel Tenant for construction and operation of a commercial hotel facility certain land, and certain premises in an adjacent office building, which hotel is currently known as the "Renaissance Chicago Hotel" located at the southwest corner of West Wacker Drive and North State Street in Chicago, Illinois.

B. The Original Hotel Lease is reflected in that certain Memorandum of Lease recorded October 11, 1988 as Documents 88465178 and 88465179 in the public records of Cook County, Illinois (the "Original Memorandum").

C. Cole Taylor Bank succeeded to the interests of Harris Trust and Savings Bank as Trustee U/T/A 9/26/1986 Trust No. 43770, as lessor in and to the Original Hotel Lease.

D. On or about July 10, 1995, the Original Hotel Tenant changed its name to "CTF Chicago Hotel Limited Partnership".

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E. By instrument dated as of December 15, 1997, Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, as successor lessor and the Original Hotel Tenant, amended the Original Hotel Lease to delete from the Premises demised thereby the Hotel Service Area described therein constituting a portion of the second and third floors of the building located at 35 West Wacker Drive in Chicago, Illinois (the Original Hotel Lease, as so amended, is hereinafter referred to as the "Renaissance Hotel Ground Lease").

F. By instrument dated as of December 15, 1997 (the "Hotel Service Area Lease"), Cole Taylor Bank as Successor Trustee to Harris Trust and Savings Bank, not personally but as Trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, entered into a lease with the Original Hotel Tenant whereby there was separately leased to Original Hotel Tenant the Hotel Service Area on the terms set forth and as further defined and described in the Hotel Service Area Lease.

G. The Original Memorandum has been amended pursuant to the terms of that certain Amendment to Memorandum of Lease and Release of Memorandum of Lease dated as of October 15, 2003 to reflect the deletion of the Hotel Service Area from the Premises demised by the Renaissance Hotel Ground Lease.

H. Assignee is a Related Party of Assignor (as defined in the Renaissance Hotel Ground Lease) and Assignor desires to assign to CTF Chicago Hotel LLC, as Assignee, the Renaissance Hotel Ground Lease, pursuant to the terms and conditions set forth in this Assignment.

NOW, THEREFORE, Assignor, for good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, does hereby assign, transfer, and convey to Assignee, effective as of the Effective Date, all right, title and interest of Assignor in and to the Renaissance Hotel Ground Lease for the rental, use and occupancy of certain real property located in the City of Chicago, Cook County, Illinois, more particularly described in Exhibit A attached thereto, in accordance with the terms of the Renaissance Hotel Ground Lease.

The parties to this Assignment agree that they will prorate on a per diem basis all rent and other amounts payable under the Renaissance Hotel Ground Lease as of the Effective Date. Assignor shall indemnify, defend and hold harmless Assignee from any liability under the Renaissance Hotel Ground Lease arising prior to the Effective Date; Assignee shall indemnify, defend and hold harmless Assignor and its general partner from any liability under the Renaissance Hotel Ground Lease arising on or after the Effective Date.

This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. This Assignment may be executed in counterparts, all of which together shall constitute one complete Assignment. This Assignment shall not modify or waive any terms or conditions contained in the Renaissance Hotel Ground Lease or any other document related thereto.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, from and after the Effective Date, and Assignee, from and after the Effective Date, assumes the rights, and agrees to perform the obligations, of Assignor under the Renaissance Hotel Ground Lease and to

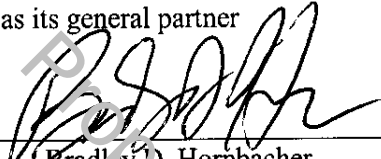
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keep and perform all covenants, conditions and provisions of the Lease which are applicable to the rights acquired.

Assignor:

CTF Chicago Hotel Limited Partnership,
an Ohio limited partnership

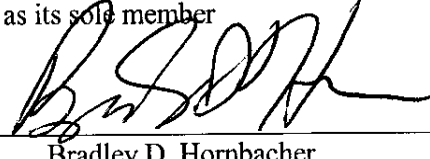
By: CTF Hotel Holdings, Inc.,
as its general partner

By: 
Bradley D. Hornbacher
Vice President

Assignee:

CTF Chicago Hotel LLC,
a Delaware limited liability company

By: CTF Hotels LLC,
as its sole member

By: 
Bradley D. Hornbacher
Vice President

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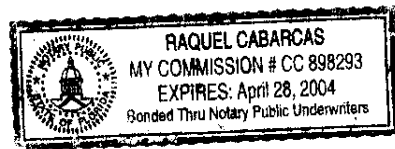
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I, Raquel Cabarcas, a notary public in and for said county, in the state aforesaid, do hereby certify that Bradley D. Hornbacher, personally known to me to be the Vice President of CTF Hotels LLC, the sole member of CTF Chicago Hotel LLC, and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of October, 2003.

Raquel Cabarcas
Notary Public

My Commission Expires:



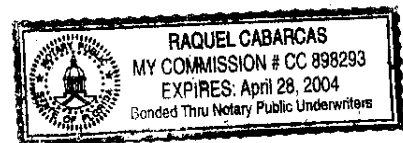
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

I, Raquel Cabarcas, a notary public in and for said county, in the state aforesaid, do hereby certify that Bradley D. Hornbacher, personally known to me to be the Vice President of CTF Hotel Holdings, Inc., the general partner of CTF Chicago Hotel L.P., and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of October, 2003.

Raquel Cabarcas
Notary Public

My Commission Expires:



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CONSENT TO ASSIGNMENT AND ASSUMPTION OF RENAISSANCE HOTEL GROUND LEASE

THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF RENAISSANCE HOTEL GROUND LEASE (this "Consent") is entered into as of the 23rd day of October, 2003, by and among **COLE TAYLOR BANK**, as successor trustee to Harris Trust and Savings Bank, as trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770 ("Landlord"), **CTF CHICAGO HOTEL LIMITED PARTNERSHIP**, an Ohio limited partnership ("Assignor"), and **CTF CHICAGO HOTEL LLC**, a Delaware limited liability company ("Assignee").

WHEREAS, the terms of Section 12.2 of the Renaissance Hotel Ground Lease require the consent of Landlord to any assignment of the Renaissance Hotel Ground Lease (not to be withheld in the case of a Related Party), and Landlord has agreed to grant such consent pursuant to the terms of this Consent to Assignment and Assumption of Renaissance Hotel Ground Lease.

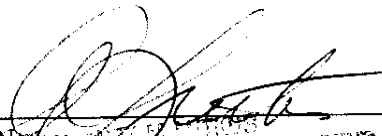
NOW, THEREFORE, Landlord hereby consents to the foregoing Assignment and Assumption of Renaissance Hotel Ground Lease by and between Assignor and Assignee dated as of October 23, 2003 (the "Assignment"), and further agrees and acknowledges that, pursuant to section 12.3.A of the Renaissance Hotel Ground Lease from and after the Effective Date as set forth in the Assignment, Assignor shall have no further liability accruing under the Renaissance Hotel Ground Lease after such date, and Landlord agrees to look solely to Assignee with respect to any such liability arising under the Renaissance Hotel Ground Lease after the Effective Date.

This Consent to Assignment and Assumption of Renaissance Hotel Ground Lease is executed by Cole Taylor Bank not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as Trustee. It is expressly understood and agreed that all 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 Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this Consent to Assignment and Assumption of Renaissance Hotel Ground Lease.

IN WITNESS WHEREOF, the Landlord has caused this Consent to Assignment and Assumption of Renaissance Hotel Ground Lease to be duly executed as of the day and year first above written.

LANDLORD:

COLE TAYLOR BANK,
as Trustee, as aforesaid

By: 
Print Name: _____
Print Title: _____

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, _____, a notary public in and for said county, in the state aforesaid, do hereby certify that ANITA M. LUTKUS, personally known to me to be the Vice President of Cole Taylor Bank, as successor trustee to Harris Trust and Savings Bank as trustee under Trust Agreement dated September 24, 1986 and known as Trust No. 43770, and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of October, 2003.



Sherrri Smith

Notary Public

My Commission Expires:

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EXHIBIT A

LEGAL DESCRIPTION

THE EAST ½, BY AREA, OF A TRACT OF LAND CONSISTING OF ALL LOTS AND ALL STREETS AND ALLEYS WITHIN ONE BLOCK 16 OF ORIGINAL TOWN OF CHICAGO IN THE EAST PART OF THE SOUTH EAST 1/4 SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A STRIP OF LAND, LYING EAST OF AND ADJOINING SAID BLOCK 16 AND WEST OF THE WEST LINE OF STATE STREET AS ESTABLISHED BY AN ACT OF THE LEGISLATURE OF THE STATE OF ILLINOIS, APPROVED MARCH 3, 1845, IN COOK COUNTY, ILLINOIS, BOUNDED AS FOLLOWS:

BEGINNING ON THE SOUTH LINE OF WACKER DRIVE, AT A POINT 161.73 FEET EAST OF THE INTERSECTION OF SAID SOUTH LINE WITH THE EAST LINE OF DEARBORN STREET; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 161.90 FEET, TO THE WEST LINE OF STATE STREET; THENCE SOUTH ALONG SAID WEST LINE, A DISTANCE OF 310.64 FEET TO THE NORTH LINE OF LAKE STREET; THENCE WEST ALONG SAID NORTH LINE, A DISTANCE OF 162.21 FEET, TO A POINT 161.72 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE WITH THE EAST LINE OF SAID DEARBORN STREET; THENCE NORTH ALONG A STRAIGHT LINE PARALLEL WITH SAID EAST LINE OF DEARBORN STREET, A DISTANCE OF 311.25 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO KNOWN AS;

LOT 2 IN THE LEO BURNETT RESUBDIVISION OF A TRACT OF LAND IN THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1990 AS DOCUMENT 90117294

Index Numbers:

Parcel Identification No.: 17-09-426-031

Property Address:

1 W. Wacker Drive, Chicago, IL