

# UNOFFICIAL COPY

COOK COUNTY, ILLINOIS  
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## ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, hereby assigns unto NBD BANK, as Trustee under Trust Agreement dated the 28th day of October, 1994, and known as Trust No. 53187-SK, <sup>and not personally</sup> all interest in the following described leasehold estate, to-wit:

Leasehold estate created by lease from Northwestern University, a corporation of Illinois, Lessor, to McGuire and Orr, Inc., a corporation of Illinois, Lessee, dated September 4, 1936, and recorded January 4, 1946, as Document 13689641, demising the following described land for a term of years beginning September 1, 1936, and ending August 31, 2035, to-wit:

Sub-Lots 6 and 7 in the Subdivision of Lots 11 and 12 in Block 26 in Evanston in the South East fractional Quarter of Section 18, Township 41 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

commonly known and described as 1525-27 Chicago Avenue, Evanston, Illinois 60201. P.T.N. 11-18-408-013

TO HAVE AND TO HOLD the same unto said NBD BANK, as Trustee under Trust Agreement dated October 28, 1994, and known as Trust No. 53187-SK, <sup>and not personally</sup> and continuing during all of the remainder of the term of said lease, subject, however, to the terms, covenants, conditions and provisions therein as the same has been amended and modified.

It is expressly understood that the said assignee, NBD BANK, as Trustee under Trust Agreement dated October 28, 1994, and known as Trust No. 53187-SK, <sup>and not personally</sup> does hereby accept and assumes all of the terms and covenants in the said lease contained as the same has been amended and modified, to be kept and performed by the Lessee, and that the said Assignee shall and does hereby covenant that it will comply with and be bound by all of the terms and covenants in the said lease contained as the same has been amended and modified.

Return To:

John D. Malarkey, Esq.  
Schnoff & Weaver LLP  
30 S. Walker 5-2900  
Chicago, IL 60606

BOX 333-CTI

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IN WITNESS WHEREOF, said CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, pursuant to the authority given by its Board of Directors, has caused this instrument to be executed in its name and behalf by its President, its corporate seal to be hereunto affixed and attested by its Secretary, this 21st day of December, 1994.

CALUMET FEDERAL SAVINGS AND LOAN ASSO-  
CHICAGO OF CHICAGO, a corporation of  
the United States of America

By Carole J. Lewis  
CAROLE J. LEWIS, President

CORPORATE SEAL

ATTEST:

Susan M. Linkus  
SUSAN M. LINKUS, Secretary

STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF COOK )  
  Sharon L. Collier

I, JEAN A. ADAMS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CAROLE J. LEWIS, President of CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, a corporation of the United States of America, and SUSAN M. LINKUS, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such President and Secretary, personally appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the said corporation, for the uses and purposes therein set forth, and the said Secretary did also then and there acknowledge that she is the custodian of the corporate seal of said corporation and affixed the corporate seal of said corporation to the said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of December, 1994.

"OFFICIAL SEAL"  
Sharon L. Collier  
Notary Public, State of Illinois  
My Commission Expires 3/24/97

Sharon L. Collier  
Notary Public

My Commission expires:

The assignees hereto, NBD BANK, as Trustee under Trust Agreement dated the 28th day of October, 1994, and known as Trust

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(and not personally)  
No. 53187-SK, and KIBO PARTNERS LTD. PARTNERSHIP accept and assume all the terms and covenants of said Lease to be kept, observed and performed by the Lessee and agree to be bound to comply therewith. Further, the undersigned for and in consideration of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, release and hold harmless CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, its successors and assigns, from any action, cause of action, claims, controversies, damages or demands, in law or in equity, and agree to indemnify CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO, its successors and assigns in connection therewith.

This acknowledgment executed by NBD BANK, not personally, but as Trustee under Trust Agreement dated the 28th day of October, 1994, and known as Trust No. 53187-SK, as aforesaid ("Land Trustee"), in the exercise of the power and authority conferred upon and fixed in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be constituted as creating any liability on said Land Trustee as Trustee aforesaid, or on said Land Trustee personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by CALUMET FEDERAL SAVINGS AND LOAN ASSOCIATION OF CHICAGO and by every person now or hereafter claiming any right hereunder.

Dated this 21 day of December, 1994.

KIBO PARTNERS LTD. PARTNERSHIP

By Arve Kilen

ARVE KILEN, General Partner

Arve Kilen  
ARVE KILEN, Individually

NBD BANK, as Trustee under  
Trust Agreement dated the 28th  
day of October, 1994, and  
known as Trust No. 53187-SK and not personally

By David K. Doherty

TRUST OFFICER

ATTEST: David Rosefield

ASSISTANT VICE PRESIDENT

EXONERATION PROVISION RESTRICTING  
ANY LIABILITY OF NBD BANK ATTACHED  
HERETO IS HEREBY EXPRESSLY MADE A  
PART HEREOF.

~~Prepared by:~~

Prepared by:

JEAN A. ADAMS

Attorney at Law

1350 E. Sibley Boulevard

Suite 400

Dolton, Illinois 60419

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It is expressly understood and agreed by every person, firm, or corporation claiming any interest under this document that NBD BANK, shall have no liability, contingent or otherwise, arising out of, or in any way related to, (i) the presence, disposal, release or threatened release of any hazardous materials on, over, under, from or affecting the property, soil, water, vegetation, building, personal property, persons or animals thereof; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such hazardous materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such hazardous materials, and/or (iv) any violation of laws, orders, regulations, requirements or demands of government authorities, or any policies or requirements of the Trustee which are based upon or in any way related to such hazardous materials including without limitations, attorneys' and consultants' fees, investigation and laboratory fees, court costs, and litigation expenses.

In the event of any conflict between the provisions of this exculpatory rider and the provisions of the document to which it is attached, the provisions of this rider shall govern.

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