

UNOFFICIAL COPY



Doc#: 0609015164 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/31/2006 02:50 PM Pg: 1 of 6

ASSIGNMENT AND ASSUMPTION OF AIR RIGHTS LEASE

This Assignment and Assumption of Air Rights Lease (the "Assignment") is made effective as of the 15th day of September, 2005 ("Effective Date") by and between CHICAGO TITLE LAND TRUST COMPANY, not personally but as successor trustee to LaSalle Bank, National Association, not personally but as trustee under Trust Agreement dated June 15, 1995 and known as Trust No. 120500-01 ("Assignor") and BANC ONE BUILDING CORPORATION, an Illinois corporation, 10 South Dearborn Street, Chicago, Illinois ("Assignee").

WITNESSETH:

Assignor desires to convey and transfer to Assignee, and Assignee desires to assume, all of Assignor's right, title and interest, in, to and under that certain lease dated April 8, 1980 by and between Chicago Union Station Company, as lessor and TJC Associates, as lessee, recorded with the Recorder of Cook County, Illinois on October 2, 1980 as document No. 25607453, as amended by Amendment of Lease dated December 24, 1980 and recorded on February 9, 1981 as Document No. 25767019, as further amended by Second Amendment to Lease dated April 7, 1988 and recorded on May 11, 1988 as Document No. 88200211, as further amended by Third Amendment to Lease dated September 14, 1990 and recorded on October 3, 1990 as Document No. 90483165, as further amended by Fourth Amendment to Lease dated December 1, 1994 and recorded on January 6, 1995 as Document No. 95012641, and as further amended by Fifth Amendment to Lease dated September 28, 1995 and recorded on October 3, 1995 as Document No. 95669327 (collectively, the "Lease"), as assigned to Assignor by Assignment and Assumption of Air Rights Lease dated September 28, 1995 and recorded with the Recorder of Cook County, Illinois as Document No. 95669326 for that certain property located in Chicago, Illinois as described in Exhibit A attached hereto (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, set over, deliver and convey unto Assignee, its successors and assigns, all of Assignor's right, title and interest as the tenant in, to and under the Lease.

NCS
First American Title Order # 184099 SMM 10/11/05 EC

UNOFFICIAL COPY

2. Assumption. As of the Effective Date, Assignee hereby accepts such assignment of Assignor's interest as tenant under the Lease and assumes and agrees to perform all of the obligations and covenants of the tenant under the Lease.

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

4. 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.

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

6. 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.

7. 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.

8. 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 thereto.

9. Assignor Exculpation. This instrument is executed by Assignor, not personally, but solely as Assignor in the exercise of the power and authority conferred upon and vested in it as such Assignor, it is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of Assignor are undertaken by it solely in its capacity as trustee and not personally. It is further understood and agreed that the Assignor merely holds title to the property herein described and has no agents, employees or control over the management of the property herein described and no knowledge of other factual matters except as represented to it by the beneficiary of Assignor. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Assignor on account of any warranty, indemnity, representation, covenant, undertaking or agreement of Assignor in this instrument, all such liability being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation,

UNOFFICIAL COPY

covenant, undertaking or agreement accruing hereunder shall look solely to the trust estate for the payment thereof.

10. Counterparts. This document may be executed in one or more counterparts, each of which so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the 28th day of MARCH, 2006.

ASSIGNOR:

CHICAGO TITLE LAND TRUST COMPANY,
not personally but as successor trustee to LaSalle
Bank, National Association, not personally but
solely as Trustee under Trust Agreement dated
June 15, 1995 and known as Trust No. 120500-01

By: Nancy A Carlin
Its: Trust Officer

ASSIGNEE:

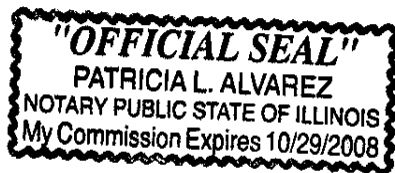
NY BANC ONE BUILDING CORPORATION, an
Illinois corporation

By: Dahler
Its: Vice President

STATE OF ILLINOIS)
COUNTY OF COOK)

I the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Nancy A Carlin, the Trust Officer of Chicago Title Land Trust Company, as successor trustee to LaSalle Bank, National Association, who is 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/she signed and delivered the said instrument as such Trust Officer of said trust company as his/her free and voluntary act and as the free and voluntary act of said trust company, not personally but solely as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 29 day of March, 2006.



Patricia L. Alvarez
Notary Public

UNOFFICIAL COPY

STATE OF ILLINOIS)
COUNTY OF COOK)

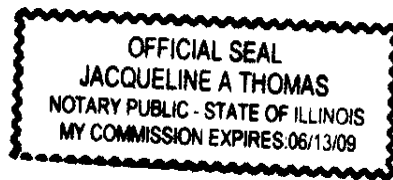
I JACQUELINE A. THOMAS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that CHRISTY SAHLER, the VICE PRESIDENT of Banc One Building Corporation, an Illinois corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as such VICE PRESIDENT of said corporation as his/her 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 seal this 28TH day of MARCH, 2006.

Jacqueline A. Thomas
Notary Public



THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING, RETURN TO:
JPMORGAN CHASE BANK, N.A.
LAW DEPARTMENT
10 SOUTH DEARBORN STREET
MAIL CODE IL1-0573
CHICAGO, IL 60603
ATTENTION: JACQUELINE THOMAS



Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

PARCEL 1:

LOT 7, EXCEPT THE WEST 122.53 FEET, OF RAILROAD COMPANIES RESUBDIVISION OF BLOCKS 62 TO 76, INCLUSIVE, 78, PARTS OF 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, 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 DATED APRIL 8, 1980 WHICH APPEARS OF RECORD AS AN ATTACHMENT TO ASSIGNMENT OF LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT NUMBER 25607453, AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS, AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL

UNOFFICIAL COPY

EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE IN COOK COUNTY, ILLINOIS.

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NUMBER 107292 TO GATEWAY IV JOINT VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, AND OTHERS FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION:

LOTS 5, 6, 7 AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 300 SOUTH RIVERSIDE
CHICAGO, IL

PIN: 17-16-121-003-6001
17-16-121-003-6002