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## ASSIGNMENT OF LEASES AND RENTS

3/00

FOR VALUE RECEIVED, the undersigned, ASSOCIATION BUILDING PARTNERSHIP, an Illinois limited partnership ("Beneficiary") and LAKE SHORE NATIONAL BANK, not personally, but as Trustee under a Trust Agreement dated April 28, 1980, and known as Trust No. 4361 ("Trustee") (Trustee and Beneficiary are sometimes collectively referred to herein as the "Assignor"), hereby jointly and severally, assign, transfer and set over to ALLSTATE LIFE INSURANCE COMPANY, an Illinois insurance corporation (the "Assignee"), each and every lease, whether written or verbal, and each and every letting of, and each and every other agreement for the use or occupancy of the premises legally described in Exhibit A attached hereto and made a part hereof ("Premises") or any part thereof (including but not limited to any space in portions of the building or other improvements constituting a part of the Premises), which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Assignee under the powers herein granted (collectively, "Leases"), and all the rents, issues and profits now due or which may hereafter become due under or by virtue of any Lease, it being the intention hereby to establish an absolute transfer and assignment of all such Leases and all the avails thereof to Assignee.

In furtherance of the assignment herein, Assignor hereby covenants and agrees as follows:

1. Assignor hereby irrevocably appoints Assignee its true and lawful attorney in its name, place and stead (with or without taking possession of the Premises) to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms as Assignee shall, in its discretion, determine and to collect, sue for, settle, compromise and give acquittances for all of the avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due or that may hereafter become due under each and every one of the Leases, verbal or written, or under any other tenancy existing, or which may hereafter exist on the Premises, with the same rights and powers and subject to the same immunities, exonerations of liability and right of recourse and indemnity as Assignee would have upon taking possession pursuant to the provisions of Section 18 of the Mortgage (as hereinafter defined).

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70-15-982

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 W. Wash.

G. S. LABAIE

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2. Trustee represents and Beneficiary represents and warrants that:

(a) the rent roll delivered concurrently with the execution and delivery of this Assignment ("Rent Roll") is true, accurate and complete and lists all Leases now in effect;

(b) as of the date hereof, the Leases listed and described in the Rent Roll are in full force and effect;

(c) Assignor has not heretofore made to any person any assignment or pledge of any of the Leases or any interest therein which has not been previously released;

(d) Assignor is not in default under any Lease; except as shown on the Rent Roll, no tenant or lessee under any Lease is, on the date hereof, in default of its obligation to pay rent or other sums required to be paid under the terms, covenants, provisions or agreements in its Lease; to the best of Assignor's knowledge, (i) all conditions precedent to any tenant's or lessee's obligation to pay rent have been satisfied; (ii) except as shown on the Rent Roll, no tenant or lessee under any Lease is, on the date hereof, in default of any of its obligations other than the payment of rent, which are required to be performed by such tenant or lessee under the terms, covenants, provisions or agreements in its Lease and (iii) no condition exists which with the giving of notice or the passage of time or both would constitute such a default on the part of any of the tenants or lessees under the Leases;

(e) no rent has been paid by any such tenant or lessee more than than thirty (30) days in advance;

(f) the payment of the rents to accrue under the Leases has not been waived, released, reduced, discounted or otherwise discharged or compromised by Assignor; and

(g) no security deposit has been made by any lessee under the Leases except as shown on the Rent Roll.

3. The Assignor covenants and agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder;

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(b) that Assignor shall furnish loss of rents insurance to the Assignee covering a period of twelve months, such policies to be in amount and form and written by such insurance companies as shall comply with the provisions of Section 4 of the Mortgage;

(c) that Assignor shall not terminate, modify or amend any of the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or accept a surrender thereof without the written consent of the Assignee, it being agreed that any attempted termination, modification or amendment of any of the Leases without such written consent, shall be null and void; provided, however, that Assignor may, without Assignee's consent, terminate the Lease of any tenant or lessee (other than Reuben & Proctor) if such tenant or lessee is in default in the performance or satisfaction of any of its obligations under its Lease and such termination is in connection with a bona fide settlement with such tenant or lessee or pursuant to an order of a court of competent jurisdiction; and provided, further, that Assignor may amend or modify any Lease so long as Assignee would have no right of prior approval of such Lease (including the amendment or modification in question, if any) under Section 3(m) below, at the time of such amendment or modification;

(d) that Assignor shall not collect any of the rent, income and profits arising or accruing under any of the Leases more than thirty (30) days in advance;

(e) that Assignor shall not discount any future accruing rents;

(f) that Assignor shall not execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder;

(g) that Assignor shall perform all of Assignor's material covenants and agreements as lessor under the Leases and not suffer or permit to occur or arise any release of liability of any of the tenants or lessees, or any right of the tenants or lessees to withhold payment of rent; and give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from the tenants or lessees thereunder, and furnish Assignee with complete copies of said notices;

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provided, however, that Assignor may, without Assignee's prior consent, release any tenant or lessee (other than Reuben & Proctor) from liability under its Lease if such tenant or lessee is in default in the performance or satisfaction of any of its obligations under its Lease and such release is in connection with a bona fide settlement with such tenant or lessee; and provided, further, that Assignor may release any tenant or lessee so long as the lease of such tenant or lessee demises less than 1,000 square feet of net rentable area in the Building;

(h) that Assignor shall, if so requested by the Assignee, enforce the Leases and all remedies available to the Assignor against the tenants or lessees, in the case of default under any of the Leases by any of the tenants or lessees, except where Assignor is making a bona fide settlement of such tenant's or lessee's default under its lease (provided that no settlement shall be made with Reuben & Proctor without Assignor's prior consent);

(i) that none of the rents to accrue under any of the Leases will be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor, except where Assignor is making a bona fide settlement of a tenant's or lessee's default under its lease (provided that no settlement shall be made with Reuben & Proctor without Assignee's prior consent); and provided, further that Assignor may agree to waive, release, reduce, discount or otherwise discharge or compromise any such rents to accrue under a lease demising less than 1,000 square feet of net rentable area in the Building;

(j) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

(k) that notwithstanding any variation of the terms of the Note, the Mortgage or any of the other Loan Documents (as hereinafter defined) or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full;

(l) that Assignor shall not alter, modify or change the terms of any guarantees of any of the Leases or cancel

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or terminate such guarantees without the prior written consent of the Assignee; provided, however, that (except for any guaranty of the Lease with Reuben & Proctor) Assignor may terminate a guaranty without Assignee's consent if the tenant or lessee under the Lease covered by such guaranty is in default in the performance or satisfaction of any of its obligations under its Lease and such termination is in connection with a bona fide settlement with such tenant or lessee which results in a termination of such tenant's or lessee's Lease; and provided, further, that Assignor may terminate a guarantee so long as such guarantee was given in connection with a lease demising less than 1,000 square feet of net rentable area in the Building;

(m) that Assignor shall not, without Assignee's prior written approval, enter into any Leases for space in the Building, except where such Lease demises less than 1,000 square feet of net rentable area in the Building or such Lease (x) provides for a market rental rate, and (y) has been negotiated at arm's length and (z) does not contain material modifications to the form theretofore approved by Assignee; and further, Assignor shall have the right to approve the form lease which Assignor shall use until the indebtedness secured hereby is fully repaid, and Assignor shall, at Assignee's request, provide monthly reports on the status of leasing space in the Building containing such detail as Assignee may reasonably require. As to any Lease where Assignee has a right to approve as aforesaid, Assignee shall, within ten (10) calendar days following Assignee's receipt of Assignor's written request for such approval together with a complete copy of the Lease, credit information concerning the prospective tenant or lessee and all other information reasonably necessary to enable Assignee to determine whether or not approval shall be given, give notice to Assignor either indicating Assignee's approval or Assignee's disapproval and the reasons for such disapproval and if Assignee fails to give notice of such disapproval within said ten (10) day period, then Assignee shall be deemed to have approved the Lease in question;

(n) that Assignor shall not, without the prior written consent of the Assignee, consent to any assignments



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of any of the Leases by the tenants or lessees thereunder, or any subletting thereunder, except in accordance with their respective terms, provided however that Assignor may consent to an assignment or sublease if the tenant or lessee making such assignment or sublease (and any guarantor of the Lease being assigned or sublet) remain fully liable for the performance of all obligations under the Lease after the assignment or sublease, as the case may be, goes into effect; and

(o) that Assignor shall not request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Premises, regardless of whether such mortgage or other encumbrance is permitted under the terms of the Mortgage or otherwise consented to by Assignee.

4. This Assignment is given as additional security for the payment of a certain Promissory Note made and delivered by Assignor to Assignee of even date herewith in the principal sum of EIGHTEEN MILLION AND NO/100 DOLLARS (\$18,000,000) (the "Note") and all other sums secured by a certain Mortgage of even date herewith (the "Mortgage") from Trustee and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated July 1, 1981, and known as Trust No. 52981 ("Ground Lessor"), to Assignee, as mortgagee, encumbering (a) Trustee's leasehold estate in the land legally described in Exhibit A attached hereto, which Trustee holds pursuant to a certain Lease of Land Underlying the Premises Commonly Known as 19 South La Salle Street, Chicago, Illinois, dated as of July 1, 1981 between Trustee and Ground Lessor, as the same may hereafter be amended, (b) an estate for years held by Trustee in the buildings and other improvements located on said land, and (c) Ground Lessor's fee simple title and reversionary interest in said land, building and improvements. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected by Assignee hereunder, after deducting the expenses of operation of the Premises and after deducting the expenses of collection, shall be applied in accordance with Section 19 of the Mortgage. Nothing herein contained shall be construed as constituting

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Assignee a trustee or mortgagee in possession in the absence of the taking of actual possession of the Premises by Assignee pursuant to Section 18 of the Mortgage.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

6. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, provided, however, that Assignor shall not be responsible for liability, loss or damage solely caused by Assignee's willful misconduct, gross negligence or failure to comply with lessor's obligations under the terms of any Leases accruing from and after the date Assignee takes actual possession of the premises encumbered by the Mortgage ("Premises"); and, subject to the foregoing proviso, should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including but not limited to costs, expenses and attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly

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understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment, the Note, the Mortgage or any other document or instrument given to evidence or secure the loan evidenced by the Note (collectively the "Loan Documents") and any applicable grace period has expired, but upon the occurrence of any such default and the expiration of any applicable grace period, the Assignee shall be entitled, upon notice to each of the tenants and lessees under each of the Leases, to all rents and other amounts then due under the respective Lease and thereafter accruing, and this Assignment shall constitute a direction to and full authority to such tenants and lessees to pay all such amounts to the Assignee without proof of the default relied upon. The tenants and lessees under each of the Leases are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, and each of them, or for the performance of any of such tenant's or lessee's undertakings under its respective Lease and each such tenant or lessee shall have no right or duty to inquire as to whether any default under this Assignment, the Note, the Mortgage or any of the other Loan Documents has actually occurred or is then existing.

8. Any amounts received by Assignor or its agents in the performance of any acts prohibited by the terms of this Assignment, including but not limited to any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the later of the occurrence of any default and the expiration of any applicable grace period under this Assignment, the Note, the Mortgage or any of the other Loan Documents, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises

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is located stating that Assignor has received or will receive such amounts in trust for Assignee.

9. This Assignment shall include any extensions, modifications and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions, modifications and renewals.

10. Assignor further agrees to assign and transfer to Assignee all future Leases of all or any part of the Premises and to execute and deliver, promptly after the request of Assignee, all such further assurances and assignments of such future Leases as Assignee shall from time to time request; provided, however, that each party shall bear its own expenses in connection with the execution and delivery of any such further assurances and assignments.

11. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, subject to the limitations on assignment by Assignor set forth herein and in the Mortgage. The words "Assignor" and "Assignee" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

12. The grace period and notice provisions of the Mortgage shall be applicable to any default hereunder. Assignee also agrees that in the event of default under this Assignment Ground Lessor shall have the same rights as set forth in Section 39 of the Mortgage in the case of defaults under Section 13 of the Mortgage.

13. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

14. This Assignment may not be amended or modified except by an instrument in writing signed by the parties hereto.

15. The parties intend and believe that each provision in this Assignment, the Note, the Mortgage and the other Loan Documents comports with all applicable local, state and federal laws and judicial decisions. However, if any

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provision or provisions, or if any portion of any provision or provisions, in this Assignment, the Note, the Mortgage or the other Loan Documents is found by a court of law to be in violation of any applicable local, state or federal ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such portion, provision or provisions of this Assignment, the Note, the Mortgage or the other Loan Documents to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of the parties that such portion, provision or provisions shall be given force to the fullest possible extent that they are legal, valid and enforceable, that the remainder of this Assignment, the Note, or the other Loan Documents, as the case may be, shall be construed as if such illegal, invalid, unlawful, void or unenforceable portion, provision or provisions were not contained therein, and that the rights, obligations and interests of the parties under the remainder of the Assignment, the Note, or the other Loan Documents, as the case may be, shall continue in full force and effect. All agreements herein and in the other Loan Documents are expressly limited so that in no contingency or event whatsoever, whether by reason of advancement of the proceeds hereof, acceleration of maturity of the Note, or otherwise, shall the amount paid or agreed to be paid to the holders of the Note for the use, forbearance or detention of the money to be advanced hereunder exceed the highest lawful rate permissible under applicable usury laws. If, from any circumstances whatsoever, fulfillment of any provision hereof or any of the other Loan Documents at the time performance of such provision shall be due, shall involve transcending the limit of validity prescribed by law which a court of competent jurisdiction may deem applicable hereto, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity and if from any circumstance the holders of the Note shall ever receive as interest an amount which would exceed the highest lawful rate, such amount which would be excessive interest shall be applied to the reduction of the unpaid principal amounts evidenced by the Note and not to the payment of interest.

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16. Anything in this document to the contrary notwithstanding, it is expressly understood and agreed that nothing contained in this document, shall be construed as creating any liability on the part of any partner, general or limited, in Beneficiary, or of any partner in any partnership which is a partner in Beneficiary, personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing thereunder, or to perform any covenant either express

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or implied contained in this document, all such liability, if any, being expressly waived by the Assignee, by each successor or assign of Assignee and by each successive holder of the Note secured hereby. Recourse against Beneficiary hereunder shall be limited to the assets of Beneficiary (as opposed to the assets or property of any partner in Beneficiary or in any partnership which is a partner in Beneficiary). A negative capital account of any partner in Beneficiary or in any partnership which is a partner in Beneficiary shall not be deemed to be an asset or the property of Beneficiary. Nothing contained in this paragraph 16 shall limit the liability of Beneficiary (or any general partner therein) to the Assignee, any successor or assignee of the Assignee or the holder of the Note for (i) fraud, (ii) willful misrepresentation, (iii) intentional damage or waste to the Premises, (iv) misappropriation of funds in violation of the subordination agreements constituting a part of the documents to be executed and delivered under paragraphs 3.19 and 3.20 of that certain loan commitment dated September 5, 1985, from Assignee to Assignor, or (v) use of any rents, income, profits or other revenue from the Premises other than toward the payment of expenditures related to the Premises or for distributions which are permitted under the terms of the Mortgage or any other document evidencing or securing the loan evidenced by the Note. If at any time sums are paid in good faith by Trustee or Beneficiary to the Ground Lessor under the Ground Lease described in the Mortgage or to the property manager of the Premises because there is "Net Operating Income" (defined in Section 39(f) of the Mortgage) after the payment of all interest under the Note and all other sums due and payable under the Note and Mortgage, and if thereafter Beneficiary and Trustee shall fail to pay interest or other sums then due and owing under the Note and Mortgage because there is insufficient Net Operating Income available to do so (other than by reason of the intentional acts or omissions of Beneficiary or Trustee resulting in the reduction of Net Operating Income except for intentional acts or omissions to which Assignee shall have consented in writing), Assignee shall have no right to recover from Beneficiary, Trustee, Ground Lessor or the property manager such earlier payment of rents or other sums due under the Ground Lease or such management fees, as the case may be.

17. This instrument is executed by LAKE SHORE NATIONAL BANK, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms,

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provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) by LAKE SHORE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and no personal liability shall be asserted to be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

IN WITNESS WHEREOF, Trustee and Beneficiary have executed this Assignment as of the 17th day of October, 1985.

LAKE SHORE NATIONAL BANK,  
as Trustee as aforesaid  
and not personally

By: Robert M. Shewchuk  
Its SECOND VICE PRESIDENT

ATTEST:

[Signature]  
Its \_\_\_\_\_  
[SEAL]

ASSOCIATION BUILDING PARTNERSHIP,  
an Illinois Limited Partnership

By: MI-RO INVESTORS,  
a general partner

By: Miles Berger  
Miles Berger

By: Ronald Berger  
Ronald Berger

The sole general partners of  
MI-RO INVESTORS

By: PM PARTNERSHIP,  
a general partner

By: Norman Perlmutter  
Norman Perlmutter

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By: [Signature]  
Eric D. Mayer

The sole general partners of  
PM PARTNERSHIP

By: 19 SO. LA SALLE STREET VENTURE,  
a general partner

By: [Signature]  
Don H. Reuben

By: [Signature]  
Edward G. Proctor

The sole general partners of  
19 SO. LA SALLE STREET VENTURE

The sole general partners of  
ASSOCIATION BUILDING PARTNERSHIP

This instrument was prepared  
by and should be returned to:

Scott A. Drane, Esq.  
Hopkins & Sutter  
Three First National Plaza  
Suite 4200  
Chicago, Illinois 60602

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

i. Theresa Patrick, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert M. Thompson of LAKE SHORE NATIONAL BANK and Christine Houston of said Association who are personally known to me 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 acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said "Assistant Secretary" then and there acknowledged that he, as custodian of the corporation seal of said Association, did affix the corporate seal of said Association to said instrument as his own free and voluntary act and as the free and voluntary act of said Association, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 14 day of October, 1985.

Theresa Patrick  
Notary Public

My Commission expires: 1-14-89

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STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK     )

I, HANNAH SCHISLER a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that MILES BERGER, a general partner of MI-RO INVESTORS, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, 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 partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this YIST day of Oct, 1985.

Hannah Schisler  
Notary Public

My Commission expires: 11/11/87

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

I, HANNAH SCHISLER, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that RONALD BERGER, a general partner of MI-RO INVESTORS, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, 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 partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this YIST day of Oct, 1985.

Hannah Schisler  
Notary Public

My Commission expires: 4/17/87

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STATE OF ILLINOIS    )  
                          ) SS  
COUNTY OF COOK      )

I, Jul. A. D'Ercole, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that NORMAN PERLMUTTER, a general partner of PM PARTNERSHIP, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, 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 partnerships, for the uses and purposes therein set forth.

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GIVEN under my hand and Notarial Seal this 21<sup>st</sup> day of October, 1985.

Jul. A. D'Ercole  
Notary Public

My Commission expires: 12-11-86

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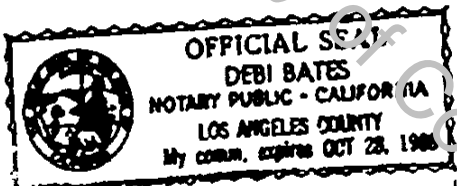
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STATE OF CALIFORNIA )  
 ) SS  
COUNTY OF Los Angeles )

I, Debi Bates, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ERIC D. MAYER, a general partner of PM PARTNERSHIP, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, 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 partnerships, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 17th day of October 1985.



Debi Bates  
Notary Public

My Commission expires: OCT 28 1988

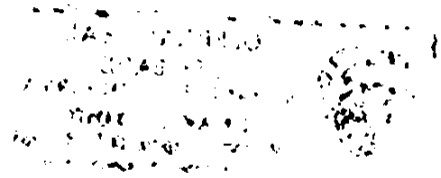
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Los Angeles County Clerk's Office



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Property of Cook County Clerk's Office



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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK    )

I, Robert D. Dijiel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DON H. REUBEN, a general partner of 19 SO. LASALLE STREET VENTURE, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, 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 partnerships, for the uses and purposes therein set forth.

85 269 395

GIVEN under my hand and Notarial Seal this 22<sup>nd</sup> day of October, 1985.

Robert D. Dijiel  
Notary Public

My Commission expires: June 17, 1987

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STATE OF ILLINOIS )  
                          ) SS  
COUNTY OF COOK     )

I, Robert M. Sigel, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that EDWARD G. PROCTOR, a general partner of 19 SO. LASALLE STREET VENTURE, a partnership, which in turn is a general partner of ASSOCIATION BUILDING PARTNERSHIP, personally known to me to be the same person whose name is subscribed to the foregoing instrument as general partner, appeared before me this day in person and he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22<sup>nd</sup> day of October, 1985.

Robert M. Sigel  
Notary Public

My Commission expires: June 17, 1987

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## Exhibit A

### Legal Description

#### PARCEL 1

Those parts of original Lots 2 and 3 in Block 118 in School Section Addition to Chicago, a subdivision of Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the Southeast corner of the West half of said original Lot 3;

Thence North to a point 100 feet South of the North line of said Lot 3;

Thence West crossing the West half of said Lot 3, and along the South lines of Sub-Lots 1 to 3 in the Chicago Hydraulic Company's Subdivision of original Lots 1 and 2 in said Block 118, to the Southwest corner of said Sub-Lot 3;

Thence south to the South line of said original Lot 2;

Thence East to the point of beginning (excepting that part thereof lying North of the South lines of Sub-Lots 1 to 3 aforesaid, extended East across the West half of the original Lot 3 aforesaid; also excepting that part thereof falling in Arcade Place, a now located) in Cook County, Illinois;

#### PARCEL 2

Lot 2 and the South 2 feet in width of Lot 1 in Major's Subdivision of Sub-Lots 4 to 6, Sub-Lot 8 and the West 15 feet of Sub-Lot 9 (except those parts of said Sub-Lots 6 and 8 taken for the opening of LaSalle Street) in the Chicago Hydraulic Company's Subdivision of original Lots 1 and 2 in Block 118, with the proportionate surplus of the Block, in the 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 of said Major's Subdivision recorded May 23, 1867, in Book 164 of Maps, Page 194, in Cook County, Illinois;

#### PARCEL 3

That part of original Lot 1 in Block 118 lying West of the West line of Lot 2 and the South 2 feet in width of Lot 1 in Major's Subdivision of Sub-Lots 4, 5, 6 and 8 and the West 15 feet of Sub-Lot 9 (except that part of Sub-Lots 6 and 8 taken by the opening of LaSalle Street) in the Chicago Hydraulic Company's Subdivision of original Lots 1 and 2 in said Block 118 and lying between the westerly extensions of the North and South lines of aforesaid Lot 2 and the South 2 feet in width of Lot 1 in Major's Subdivision aforesaid, all in School Section Addition to Chicago in Section 16, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois;

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## PARCEL 4

All of that part of Arcade Place lying south of the North line of Arcade Place, as said North line was established by ordinance dated March 16, 1868, lying West of the East line and the East line extended South of the West half of said original Lot 3 in Block 118, School Section Addition aforesaid and lying East of the East line of LaSalle Street as now located (excepting therefrom the South half thereof which is North of and adjoining Lots 30, 31 and 32 in Assessor's Division of Block 118 in School Section Addition aforesaid) in Section 16, Township 39 North, Range 14 east of the Third Principal Meridian, in Cook County, Illinois.

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