

ASSIGNMENT OF RENTS AND LEASES

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THIS ASSIGNMENT is made as of December 23, 1985 by and between: Lester B. Knight International Corporation, a Delaware corporation, whose mailing address is 549 West Randolph Street, Chicago, IL. 60606 (hereinafter called "Assignor") to American National Bank and Trust Company of Chicago whose mailing address is 33 North LaSalle Street, Chicago, IL. 60690 (hereinafter called "Assignee").

WITNESSETH

WHEREAS, Assignee is making a loan in the principal amount of Ten Million Five Hundred Thousand and no/100 (\$10,500.00) Dollars (the "Indebtedness"), to Lester B. Knight and Associates, Inc., a Delaware corporation (the "Borrower") evidenced by a certain Term Loan and Security Agreement (the "Agreement") between Borrower, the following subsidiaries of Borrower: Knight Associates, Inc., a New York corporation; Keller & Gannon, a California corporation (collectively the "Pledging Subsidiaries"), as pledgors, and Assignee of even date herewith and evidenced by a certain Instalment Note of Borrower of even date herewith (the "Note") made payable to the order of and delivered to the Assignee;

WHEREAS, Assignee is a wholly-owned subsidiary of Borrower and will benefit indirectly as such subsidiary from the aforesaid loan to Borrower; and

WHEREAS, Assignee is unwilling to make the aforesaid loan to Borrower without the assignment by Assignor of the rents and leases contained herein, to secure payment of Two Million and no/100 (\$2,000,000.00) Dollars of the Indebtedness; and

WHEREAS, it having been agreed that the payment of Two Milion and no/100 (\$2,000,000.000) Dollars of the indebtedness evidenced by the Agreement and the Note shall be secured by the assignment of rents and leases contained herein.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor to and under all present leases of the Premises described in Exhibit "A" attached hereto and made a part hereof ("Premises"), (including those leases described in the Schedule of Leases listed in Exhibit "B" attached hereto and made a part hereof) together with all future leases hereinafter entered into by any lessor affecting the Premises, and all guaranties, amendments, extensions and renewals of said leases and each of them (all of which are hereinafter collectively called the "Leases") and all rents, income and profits which may now or

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT is made as of December 23, 1988 by and between Lester E. Knight International Corporation, a Delaware corporation, whose mailing address is 549 West Randolph Street, Chicago, Ill. 60606 (hereinafter called "Assignor") and National Bank and Trust Company of Chicago whose mailing address is 33 North LaSalle Street, Chicago, Ill. 60602 (hereinafter called "Assignee").

W I T N E S S E T H

WHEREAS, Assignor is making a loan in the principal amount of Ten Million Five Hundred Thousand and no/100 (\$10,500,000.00) Dollars (the "Indebtedness"), to Lester E. Knight and Associates, Inc., a Delaware corporation (the "Borrower") evidenced by a certain Term Loan and Security Agreement (the "Agreement") between Borrower, the following subsidiaries of Borrower which Associates, Inc., a few years ago acquired; Keller & Cannon, a California corporation, (collectively the "Borrowing Subsidiaries"), as defined, and Assignee of even date herewith and evidenced by a certain Indebtedness Note of Borrower of even date herewith in the "Notes" made payable to the order of and delivered to the Assignee.

WHEREAS, Assignor is a wholly-owned subsidiary of Bank of America and will benefit directly or such subsidiary from the proceeds of loan to Borrower;

WHEREAS, Assignor is desiring to make the aforesaid loan to Borrower without the assignment by Assignor of the rents and leases contained therein, and secure payment of Two Million and no/100 (\$2,000,000.00) Dollars of the Indebtedness; and

WHEREAS, it has been agreed that the payment of Two Million and no/100 (\$2,000,000.00) Dollars of the Indebtedness evidenced by the Agreement and the Note shall be secured by the assignment of rents and leases contained herein.

NOW, THEREFORE, Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Assignor to and under all present leases of the premises described in Exhibit "A" attached hereto and made a part hereof ("Leases"), including those leases described in the Schedule of Leases listed in Exhibit "B" attached hereto and made a part hereof, together with all terms, conditions, covenants, and all quantities by any lease affecting the premises, and all quantities of extensions and renewals of said leases and any of their full of which are hereinafter collectively called the

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hereafter be or become due or owing under the Leases and each of them, or on account of the use of the Premises.

This Assignment is made for the purposes of securing:

A. The payment of the Indebtedness (including any extensions and renewals thereof) evidenced by the Note, by the Agreement and partially secured by a certain Mortgage, Security Agreement and Financing Statement ("Mortgage") of Assignor of even date herewith, encumbering the Premises and by other security instruments; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Note, the Agreement and all other instruments given as security for the payment of the Note;

C. The performance and discharge of each and every term, covenant and condition of Borrower and the Pledging Subsidiaries contained in the Note, the Agreement and in all other instruments given as security for the payment of the Note; and

D. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Mortgage.

Assignor covenants and agrees with Assignee as follows:

1. That there is no present lease of the Premises not listed on the Schedule of Leases attached hereto as Exhibit "B".

2. That the sole ownership of the entire landlord's interest in the Leases is vested in Assignor. Assignor has not, and each shall not: (a) perform any act or execute any other instrument which might prevent Assignee from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the Leases except an assignment or pledge securing the Indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the Premises except for actual occupancy by the tenant thereunder.

3. That each of those Leases listed on the Schedule of Leases is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered, nor has any term or condition thereof been waived in any manner whatsoever, except as heretofore approved in writing by Assignee.

4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee. Notwithstanding the foregoing, the Assignor may, without the prior written approval of Assignee, terminate a Lease

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to be at become due or owing under the leases and each of them, or on account of the use of the premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness (including any extensions and renewals thereof) evidenced by the Note, by the Assignor and partially secured by a certain Mortgage, Security Agreement and Financial Statement ("Mortgage") of Assignor, of even date herewith, encumbering the premises and by other security instruments;

B. The payment of all other sums with interest thereon becoming due and payable to Assignor under the provisions of the Note, the Agreement and all other instruments given as security for the payment of the Note;

C. The performance and discharge of each and every term, covenant and condition contained in the Agreement and all other instruments given as security for the payment of the Note; and

D. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Mortgage.

Assignor covenants and agrees with Assignee as follows:

1. That there is no greater lease of the premises not listed on the schedule of leases attached hereto as Exhibit "A";

2. That the sole ownership of the entire landhold's interest in the leases is held in Assignor. Assignor has not, and shall not, at any time assign or execute any other instrument which might prevent Assignor from fully exercising its rights under any term, covenant or condition of this Assignment; (b) execute any assignment or pledge of rents, income, profits or any of the leases except an assignment or pledge securing the indebtedness secured hereby; (c) accept any payment of any installment of rent more than thirty (30) days before the due date thereof; or (d) make any lease of the premises except for actual occupancy by the tenant thereunder.

3. That each of those leases listed on the schedule of leases is valid and enforceable in accordance with its terms and none has been altered, modified, amended, terminated, cancelled, renewed or surrendered, and that any term or condition thereof has been waived in any manner whatsoever, except as hereinafter approved in writing by Assignor.

4. That none of the leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignor. Notwithstanding the foregoing, the Assignor may, without the prior written approval of Assignee, terminate a lease

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following a breach by the tenant thereunder, provided, however, that any such Lease is for an area of less than five (5%) percent of the 86,400 square feet of tenantable space available in the Premises.

5. That there is no default now existing under any of the Leases and there exists no state of fact which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the Leases by the landlord thereunder to be fulfilled or performed and, at the sole cost and expense of Assignor, enforce (short of termination of any of the Leases) the performance and observance of each and every covenant and condition of all such Leases by the tenants thereunder to be performed and observed.

6. That Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of them claiming that a default has occurred under any of the Leases on the part of the landlord, together with a complete copy of each such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the Leases.

8. That, without Assignee's prior written consent in each case, Assignor will not suffer or permit any of the Leases to become subordinate to any lien other than the lien of the Mortgage, this Assignment and general real estate taxes not delinquent.

9. That this Assignment is absolute and is effective immediately; however, until notice is sent by Assignee to the Assignor in writing that an event of default has occurred under the Note, the Agreement, the Mortgage or under any other instrument at any time constituting security for the Note and the Agreement (each such notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

10. That if any event of default occurs at any time under the Note, the Agreement, the Mortgage or any other instrument constituting additional security for the Note, Assignee may (at its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings and (if there is a deficiency) during the redemption period (if any).

11. That Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignee in its own name and capacity or

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following a default by the tenant thereunder, provided however that any such lease shall be a lease of less than five (5%) percent of the 8,000 square feet of rentable space available in the Premises.

That there is no default now existing under any of the leases and there exists no state of fact which with the giving of notice or lapse of time or both, would constitute a default under any of the leases; and that Assignor will fulfill and perform each and every covenant and condition of each of the leases by the landlord intended to be fulfilled or performed and as the sole cost and expense of Assignor, and Assignor will indemnify and hold Assignee (short of Assignor's contribution of any of the leases) the performance and observance of each and every covenant and condition of all such leases of the land and the premises to be performed and observed.

That Assignor shall give prompt notice to Assignee of each notice received by Assignor or any of the landlords that a default has occurred under any of the leases or the part of the landlord, together with a complete copy of each such notice.

That each of the leases shall remain in full force and effect irrespective of any merger of the interest of any landlord and any tenant under any of the leases.

That, without Assignor's prior written consent in any case, Assignor will not sell or permit any of the leases to become subordinated to any other than the first of the Mortgage, this Assignor and general real estate taxes not being a lien.

That this assignment is absolute and is effective immediately, however, until notice is sent by Assignor to the Assignee in writing that an event of default has occurred under the Note, the Assignor, the Mortgage or under any other instrument as any such notice is hereinafter called a "Notice". Assignor may receive and collect and enjoy the rents, income and profits accruing from the Premises.

That if any event of default occurs at any time under the Note, the Agreement, the Mortgage or any other instrument constituting additional security for the Note, Assignor may in its option after service of a Notice) receive and collect when due all such rents, income and profits from the Premises and under any and all leases of all or any part of the Premises; Assignor shall continue to receive and collect all such rents, income and profits until such event of default is cured and during the pendency of any foreclosure proceedings and (if there is a deficiency) during the redemption period (if any).

That Assignor hereby irrevocably appoints Assignee its true and lawful attorney-in-fact, with full power of substitution and with full power for Assignor in its own name and capacity or

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in the name and capacity of Assignor (from and after the service of a Notice) to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignee, or to such nominee as Assignee may designate in a writing delivered to and received by such tenants, all amounts due Assignor pursuant to the Leases. All present and future tenants are expressly relieved of all duty, liability or obligation to Assignor in respect of all payments so made to Assignee or such nominee.

12. That after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor and its agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times (after service of a Notice) without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Assignor, of Borrower, and of the Pledging Subsidiaries, to Assignee, including but not limited to: (a) the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Assignor, Borrower or the Pledging Subsidiaries to Assignee on the Note, the Agreement and the Mortgage; all in such order and for such time as Assignee may determine.

13. That Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the Leases. Assignee does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the Leases.

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in the name and capacity of Assignor (less and after the services of a broker) to demand, collect, receive and give complete accountance for any and all rents, income and profits accruing from the Premises, and at Assignor's discretion to file any claim or take any other action or proceeding and make any settlement of any claim, in its own name or in the name of Assignor or otherwise, which Assignor may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. All present and future tenants of the Premises are hereby expressly authorized and directed to pay to Assignor or to such nominee as Assignor may designate in a writing delivered to and received by such tenant, all amounts due Assignor pursuant to the lease. All present and future tenants are expressly relieved of all liability or obligation in Assignor in respect of all payments so made to Assignor or such nominee.

12. That after execution of a Notice of Assignment hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce his assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignor or his assignee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, books, papers, records, books and accounts of Assignor relating thereto, and may exclude the Assignor and his agents and servants wholly therefrom. Assignor hereby grants full power and authority to Assignor to exercise all powers, privileges and powers herein granted to Assignor, with full power to use and apply all further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to payment of the costs of managing and operating the Premises and to payment of all indebtedness and liability of Assignor, of Borrower, and of the Assignor and Assignee, including but not limited to: (a) the payment of taxes, special assessments, judgments, premiums, claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, attorney's fees incurred in connection with the enforcement of this Assignment; and (b) principal and interest payments due from Assignor, Borrower or the Assignor. Substituting to Assignor on the date the Assignment and the date hereof, all in such order and for such time as Assignor may desire.

13. That Assignor shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of any landlord under any of the leases. Assignor does not hereby assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor or any of them under any of the leases.

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14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage including, without limitation, attorneys' fees which may or might be incurred by Assignee under the Leases or by reason of this Assignment, and from any and all claims and demands whatsoever, except for claims due to the alleged gross negligence of Assignee or claims due to alleged willful and wanton conduct on behalf of Assignee, which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to perform or discharge any term, covenant or agreement contained in any of the Leases.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance or observance of any term, condition, covenant or agreement contained in any of the Leases, or for any waste of the Premises by any tenant under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may: (a) take or release other security; (b) release any party primarily or secondarily liable for any of the Indebtedness; (c) grant extensions, renewals or indulgences with respect to such Indebtedness; and (d) apply any other security therefor held by Assignee to the satisfaction of such Indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security given to secure the Indebtedness secured hereby.

17. That Assignee may, following default by Assignor hereunder or under the Mortgage, at its option although it shall not be obligated to do so, perform any Lease covenant for and on behalf of the Assignor and each of them, and all monies expended in so doing shall be chargeable to the Assignor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the Indebtedness secured hereby, and shall be immediately due and payable, upon demand by Assignee.

18. That waiver of, or acquiescence by Assignee in, any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor, Borrower, or the Pledging Subsidiaries of any covenant, condition or agreement in this Assignment, the Note, the Agreement or otherwise, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to, all other rights, remedies and powers which Assignee

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14. That Assignor hereby agrees to indemnify Assignee and to hold Assignee harmless from any liability, loss or damage, including, without limitation, attorneys' fees which may or might be incurred by Assignee under the leases or by reason of this Assignment, and from any and all claims and demands whatsoever, except for claims due to the alleged gross negligence of Assignee or claims due to alleged willful and wanton conduct on behalf of Assignee, which may be asserted against Assignee by reason of any alleged violation or non-compliance on its part to perform or discharge any term, covenant or agreement contained in any of the leases.

15. That this Assignment shall not operate to place responsibility for the control, care, management or repair of the premises, for parts thereof, from Assignee, and shall in no way release Assignee from the performance or observance of any term, condition, covenant or agreement contained in any of the leases, or for any waste of the premises by any tenant under any of the leases or any other party, or for any damage or deterioration of the premises or for any negligence in the maintenance, repair or control of the premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger.

16. That Assignee may, at its option, release other security interests in any property or secondarily liable for any of the indebtedness; (a) grant extensions, renewals or indulgences with respect to such indebtedness; and (b) apply any other security interest held by Assignee to the satisfaction of any indebtedness; in each case without prejudice to any of Assignee's other rights hereunder or under any other security agreement secured by the indebtedness secured hereby.

17. That Assignee may, following default by Assignor hereunder or under the Mortgage, at its option although it shall not be obligated to do so, perform any lease covenants for and on behalf of the Assignor and part of them, and all monies expended in so doing shall be chargeable to the Assignor, with interest thereon at the rate set forth in the Note applicable to a period when a default exists under the Note, and shall be added to the indebtedness secured hereby, and shall be immediately due and payable upon demand by Assignee.

18. That waiver of any occurrence by Assignee in any default by the Assignor or failure of the Assignee to perform any covenants by the Assignor, however, on this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

19. That the rights, remedies and powers of Assignee under this Assignment are cumulative and the not in lieu of, but in addition to, all other rights, remedies and powers which Assignee

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has under the Note, the Agreement and all instruments constituting security for the Note, and at law and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each Notice given pursuant to this Assignment shall be sufficient and shall be deemed served if delivered personally or mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated addresses of the parties hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail or delivered personally.

The term "Assignor," "Assignee," and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change, waiver or discharge is sought.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

ATTEST:

By: [Signature]

Its: ASSISTANT SECRETARY
(Impress corporate seal here)

Lester B. Knight International Corporation

By: [Signature]

Its: EXEC. VICE PRESIDENT

This Instrument prepared by:

Scott D. Gudmundson, Esq.
Sachnoff, Weaver & Rubenstein
30 South Wacker Drive
Chicago, Illinois 60606

Mail to:

Scott D. Gudmundson, Esq.
Sachnoff, Weaver & Rubenstein
30 South Wacker Drive
Chicago, Illinois 60606

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has under the Note, the Agreement and all instruments constituting security for the Note, and in equity.

If any provision contained in this Assignment or its application to any person or circumstances is to any extent invalid or unenforceable, the remainder of this Assignment and the application of such provisions to persons or circumstances (other than those as to which it is invalid or unenforceable) shall not be affected, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

Each notice given pursuant to this Assignment shall be sufficient and shall be deemed served if delivered personally or mailed postage prepaid, certified or registered mail, return receipt requested, to the above-stated address of the party hereto, or to such other address as a party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail or delivered personally.

The term "Assignor," and "Borrower," shall be construed to include the heirs, personal representatives, successors and assigns thereof. The parties and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed, and shall any waiver of any provision hereof be effective except only by an instrument in writing and signed by the party against whom enforcement of any amendment, modification, change, waiver or discharge is sought.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

Lester B. Knight International Corporation

[Signature]

Trust Vice President

ATTEST:

[Signature]

Trust Vice President

This instrument prepared by:

Scott D. Gudmundson, Esq.
Schnell, Weaver & Rubenstein
30 South Wacker Drive
Chicago, Illinois 60606

Scott D. Gudmundson, Esq.
Schnell, Weaver & Rubenstein
30 South Wacker Drive
Chicago, Illinois 60606

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STATE OF ILLINOIS)
 DUPAGE)
COUNTY OF COOK)

I, ANN DUKER, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DeFOREST P. DAVIS JR of Lester B. Knight International Corporation and JOHN S. UREAN thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~PR. EXEC.~~ V. PIES and ASSISTANT SEC'Y. respectively appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of Lester B. Knight International Corporation for the uses and purposes therein set forth, and said ASSISTANT SECRETARY did also then and there acknowledge that he as the custodian of the corporate seal of Lester B. Knight International Corporation did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of Lester B. Knight International Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23rd day of December, 1985.



Notary Public

MY COMMISSION EXPIRES NOVEMBER 1, 1987

NOTARY PUBLIC FOR DUPAGE
COUNTY, ILLINOIS, NOTARY IN COOK
COUNTY, ILLINOIS.

COOK COUNTY, ILLINOIS
FILED FOR RECORD

1985 DEC 23 AM 11:11

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EXHIBIT A

Legal Description

Sublot 1 in the Subdivision of Lots 1, 4, 5 and (except the South 50 feet) of Lot 8 in Block 46 in original town of Chicago in Section 9, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

P.T.N. 17-09-332-014-000 *JOS*
Property address: 549 W. Randolph St.
Chicago, Illinois

Property of Cook County Clerk's Office

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EXHIBIT A

Legal Description

Sublot 1 in the subdivision of lots 1, 4, 5 and 6 (except the
south 50 feet) of lot 8 in Block 44 in original town of Chicago
in Section 2, Township 22 North, Range 14 East of the Third
Principal Meridian in Cook County, Illinois

000-010-000-00-01 M.T.C.
Property located at 215 Washington St.
Chicago, Illinois

Property of Cook County Clerk's Office

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EXHIBIT "B"

Schedule of Leases for 549 W. Randolph St., Chicago, Illinois

<u>Premises</u>	<u>Tenant</u>	<u>Lease Term</u>
Basement	Lester B. Knight & Associates, Inc.	7/1/85 - 10/31/85
1st Floor Store (130 N. Clinton)	Lester B. Knight & Associates, Inc.	11/1/85 - 10/31/86
1st Floor Store (132 N. Clinton)	McIntosh Steriopticon Co.	4/1/85 - 3/31/86
1st Floor Store (541 W. Randolph)	Brewer's Association of America	4/1/85 - 3/31/86
1st Floor Store (551 W. Randolph)	Lester B. Knight & Associates, Inc.	11/1/85 - 10/31/86
1st Floor Store (553 W. Randolph)	Lester B. Knight & Associates, Inc.	11/1/85 - 10/31/86
2nd Floor, 3rd Floor, Rooms 403, 404, 409 & 419, 5th Floor, 6th Floor	Lester B. Knight & Associates, Inc.	11/1/85 - 10/31/86
Rooms 405, 406 & 412	David M. Berman d/b/a Merritt Credit Bureau	10/12/84 - 10/31/87
Room 410	Leasing Corporation International	6/1/85 - 5/31/86
Room 408	Vance Bechelli d/b/a Hubbard Studios	7/1/85 - 6/30/86
Rooms 420-425	Genflo, Inc.	11/1/85 - 10/31/86
Rooms 401, 402 & Storage Closet	Cone & Kalb Architects AIA	11/1/84 - 10/31/87
Room 700	Siegel Trading Company	1/1/83 - 4/30/93

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EXHIBIT "B"

Schedule of Leases for 123 W. Randolph St., Chicago, Illinois

Lease Term	Tenant	Premises
11/1/83 - 10/31/88	Lester B. Knight & Associates, Inc.	Basement
11/1/83 - 10/31/88	Lester B. Knight & Associates, Inc.	1st Floor Store (123 W. Randolph)
11/1/83 - 10/31/88	McIntosh Stationery Co.	1st Floor Store (123 W. Randolph)
11/1/83 - 10/31/88	Brewer's Association of America	1st Floor Store (241 W. Randolph)
11/1/83 - 10/31/88	Lester B. Knight & Associates, Inc.	1st Floor Store (211 W. Randolph)
11/1/83 - 10/31/88	Lester B. Knight & Associates, Inc.	1st Floor Store (222 W. Randolph)
11/1/83 - 10/31/88	Lester B. Knight & Associates, Inc.	2nd Floor, 3rd Floor, Room 203, 402, 403 & 410, 3rd Floor, 4th Floor
10/1/83 - 10/31/87	David M. Baird & Sons, Inc. Credit Bureau	Room 405, 406
11/1/83 - 10/31/88	Leasing Corporation International	Room 410
11/1/83 - 10/31/88	Vanessa Goshell & Sons, Inc.	Room 408
11/1/83 - 10/31/88	Carlin, Inc.	Rooms 420-422
11/1/83 - 10/31/88	Conrad & Sons Architects Ltd.	Rooms 401, 404 & Storage Closet
11/1/83 - 10/31/88	Siegel Trading Company	Room 100

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