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## ASSIGNMENT OF LEASES AND RENTS

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THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") made this 21<sup>st</sup> day of December, 1985, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but solely as Trustee under Trust Agreement dated November 2, 1984, and known as Trust No. 61260 (the "Trust"), having its principal place of business at 33 N. LaSalle Street, Chicago, Illinois (the "Trustee"), and FOCUS PARTNERS LIMITED PARTNERSHIP, an Illinois limited partnership, the holder and owner of one hundred percent (100%) of the beneficial interest in the Trust, having an address in care of Focus Financial Group, Inc. at 200 West Madison Street, Chicago, Illinois 60606 (the "Beneficiary") (the Trustee and the Beneficiary being hereinafter referred to collectively as the "Assignor", which term shall also be deemed to mean each of the Trustee and the Beneficiary who shall remain jointly and severally liable for the obligations herein contained), to SECURITY CAPITAL CREDIT CORPORATION, a Delaware corporation having its principal place of business at 655 Winding Brook Drive, Glastonbury, Connecticut 06033 (the "Assignee");

### W I T N E S S E T H :

The Assignor, in consideration of the sum of TEN DOLLARS (\$10.00) cash, in hand paid, and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which are hereby acknowledged, does hereby ASSIGN, TRANSFER and SET OVER unto the Assignee, its successors and assigns, the following:

A. All right, title and interest and all powers, privileges and benefits of the Assignor in, to and under (1) any and all leases, subleases, occupancy agreements, operating agreements and other similar instruments or arrangements, whether oral or written, now or hereafter covering or affecting all or any part of the land described in Schedule A attached hereto and made a part hereof or all or any part of any buildings or improvements now or hereafter located thereon (such land, buildings and improvements being hereinafter collectively referred to as the "Premises"), and (2) any and all presently effective or future modifications, renewals or extensions of any such leases, subleases, occupancy agreements, operating agreements or other similar instruments or arrangements (such leases, subleases, occupancy agreements, operating agreements, instruments, arrangements, modifications, renewals and extensions being hereinafter referred to, individually, as a "Lease" and, collectively, as the "Leases"; the tenants, occupants or other users under such Leases being hereinafter referred to, individually, as a "tenant" and, collectively, as the "tenants");

B. All right, title and interest and all powers, privileges and benefits of the Assignor in, to and under any and all presently effective and future guaranties of the tenant's performance under any of the Leases (such guaranties being hereinafter referred to, individually, as a "Guaranty" and, collectively, as the "Guaranties");

C. All rents, income and other benefits to which the Assignor may now or hereafter be entitled under each and every one of the Leases, and all rents, income and other benefits to which the Assignor may now or hereafter be entitled under each and every one of the Guaranties;

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

Rodney J. Dillman, Esq.  
Hebb & Gitlin  
A Professional Corporation  
One State Street  
Hartford, Connecticut 06103

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D. All awards hereafter made to the Assignor in any bankruptcy, insolvency or reorganization case or proceeding in any state or federal court involving any tenant under any of the Leases or any guarantor under any of the Guaranties and any and all claims and rights to the payment of money at any time arising in connection with any rejection or breach of any of the Leases by any tenant thereunder or by any trustee of any such tenant under any state or federal bankruptcy, insolvency or reorganization law, including, without limitation, any and all rights to recover damages arising out of any such rejection or breach, any and all rights in and to charges payable by any such tenant or by any such trustee with respect to the premises covered by any such Lease following the entry of an order for relief relating to such tenant under such law and any and all rents, income and other benefits outstanding under any of the Leases as of the date of entry of any such order for relief (and the Assignor hereby appoints the Assignee as the Assignor's attorney-in-fact to appear in any such case or proceeding on the Assignor's behalf and in its name, to prosecute any claim for such awards or payments and to collect any such award or payment, such appointment being irrevocable and coupled with an interest).

Specifically, but in no way limiting the generality of the foregoing, the Assignor hereby assigns, transfers and sets over unto the Assignee all right, title and interest, all powers, privileges and benefits and all rents, income and other benefits in, to and under the Leases and the Guaranties referred to in Schedule B attached hereto and made a part hereof.

This Assignment is made by the Assignor as additional security for the payment and satisfaction of the following obligations of the Assignor: (a) the indebtedness evidenced by a certain Secured Promissory Note (hereinafter referred to as the "Mortgage Note") of even date herewith in the principal amount of Two Million Nine Hundred Thousand Dollars (\$2,900,000) made by the Trustee and payable to the order of the Assignee, with interest at the rate or rates therein provided, both principal and interest being payable as therein provided, and all amounts remaining unpaid thereon being finally due and payable on January 1, 1991, and all other notes given in substitution therefor or in renewal or extension thereof, in whole or in part (such Mortgage Note, as modified from time to time, and all other notes given in substitution therefor or renewal or extension thereof, in whole or in part, being hereinafter called the "Note"); (b) all indebtedness and other obligations incurred or arising pursuant to the provisions of a certain Mortgage and Security Agreement (as modified from time to time, hereinafter referred to as the "Mortgage"), executed and delivered by the Assignor, of even date herewith covering the Premises; and (c) all indebtedness and other obligations incurred or arising pursuant to the provisions of any and all other instruments securing the payment of the Note; (as modified from time to time, the instruments referred to in clauses (b) and (c) hereof being hereinafter collectively referred to as the "Security Instruments"), SUBJECT, HOWEVER, to the terms, provisions and conditions herein set forth.

1. The Assignor hereby covenants and warrants unto the Assignee (a) that the Assignor (i) has full title to, and full right to assign, the Guaranties, the Leases and the rents, income and other benefits which become due and payable thereunder; (ii) has not executed any prior assignments of the Guaranties, the Leases or the rents, income and other benefits which become due and payable thereunder; and (iii) has performed no act or executed any other instrument which might prevent the Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; (b) with respect to each of the Leases presently in effect that to the best of Assignor's knowledge and belief (i) such Lease is valid and enforceable and is in full force and effect; (ii) such Lease has not been modified or any provision thereof waived; (iii) the tenant thereunder is not in default under the terms of such Lease; and (iv) the tenant thereunder has no claim or offset under such Lease against any rents or charges due or to become due thereunder; provided, nevertheless, that the foregoing clause (b) shall be for the benefit of the Assignee only and shall not be deemed to affect the rights of the Assignor with respect to any such Lease or against any tenant thereunder; and (c) with respect to each of the Guaranties, such Guaranty is in full force and effect and is not subject to any claims or offsets by the guarantor thereunder.

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2. The Assignor covenants and agrees that, so long as the indebtedness evidenced by the Note shall remain unpaid, the Assignor shall not, without the prior written consent of the Assignee, except to the extent expressly permitted in the Mortgage, (a) further assign the Guaranties, the Leases or the rents, income and other benefits which become due and payable thereunder; or (b) enter into any agreement or do any act to amend, modify, extend, terminate or cancel, accept the surrender of, subordinate, accelerate the payment of rent under, or change the terms of any renewal option of, any of the Guaranties or any of the Leases; or (c) consent to the release of any party liable under any of the Guaranties or any of the Leases or to the assignment of the interest of any tenant under any of the Leases, or consent to any sublease; and any such act, if done or permitted to be done without the prior written consent of the Assignee, shall be null and void.

3. The Assignor covenants and agrees with the Assignee (i) to observe and perform all obligations imposed upon the landlord under the Leases and not to do or permit to be done anything to impair the security thereof, and to execute and deliver at the request of the Assignee all such further assurances and assignments of the Leases and the Guaranties, and the premises covered thereby, as the Assignee shall from time to time require; (ii) to appear in and defend any action growing out of, or in any manner connected with, any of the Leases or any of the Guaranties or the obligations or liabilities of the Assignor as landlord or of the tenant or guarantor thereunder; and (iii) to enforce, short of termination, the performance and observance of each and every covenant and condition of each Lease to be performed or observed by the tenant thereunder. The Assignor shall furnish to the Assignee, within seven (7) days after the receipt thereof, or the mailing or service thereof by the Assignor, as the case may be, a copy of each notice which the Assignor shall give to or receive from any tenant under any of the Leases. The Assignor shall, upon request from the Assignee, furnish the Assignor within seven (7) days after such request, true and complete copies of all Leases and Guaranties then in effect.

4. Until the occurrence of an Event of Default (as defined in the Mortgage), the Assignor shall be entitled, and is hereby granted a license, to collect, use and enjoy all rents, income and other benefits which become due and payable under the Leases or the Guaranties, but not more than one (1) month in advance. All rents, income and other benefits payable under the Leases or the Guaranties, collected by the Assignor, whether before or after such Event of Default, shall constitute a trust fund for payment of all amounts due under the Security Instruments and the Note, including, without limitation, principal and interest, taxes, assessments, insurance premiums, maintenance and utility charges, relating to the Premises, and the Assignor shall use and apply such rents, income and other benefits in such manner before using the same for any other purpose; provided, however, that the foregoing restriction shall not be construed to prohibit the Assignor from using such rents, income and other benefits for any other purpose so long as all amounts due under the Security Instruments and the Note are kept current. If an Event of Default shall have occurred, the aforesaid license shall, at the option of the Assignee, terminate, in which event the Assignee shall have the right (i) to collect said rents, income and other benefits, with or without taking possession of the Premises or any part thereof, (ii) to enter upon and take possession of the Premises, or any part thereof, for the purpose of collecting said rents, income and other benefits, (iii) to dispossess by the usual summary proceedings any tenant defaulting in the payment thereof to the Assignee, (iv) to let the Premises or any part thereof, and (v) to apply said rents, income and other benefits, after payment of all necessary charges and expenses, toward the payment of principal, interest, reasonable attorneys' fees and other indebtedness under the Note and any of the Security Instruments, in such order as the Assignee in its discretion may elect. A written demand by the Assignee on any tenant for the payment of rent, income and other benefits which become due under such tenant's Lease, after the occurrence of an Event of Default claimed by the Assignee, shall be sufficient to warrant and require such tenant to make all future payments of such rents, income and other benefits directly to the Assignee without the necessity for further consent by the Assignor. Each such tenant shall be entitled to rely upon a written demand by the Assignee for such payment and shall be fully protected from all claims by the Assignor for all payments made to the Assignee after receipt of such written demand. The Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to any tenant under any of the Leases.

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5. All bonds and security to be furnished to the Assignor under the terms of any Lease shall, at the request of the Assignee, be deposited in an interest-bearing escrow account in a bank or other financial institution approved in writing by the Assignee. The Assignor shall deliver to the Assignee upon request an undertaking by such bank or other financial institution stating that it will not disburse any monies from such account without the prior written consent of the Assignee in each instance (which consent shall not be unreasonably withheld if (i) the Assignor affirmatively demonstrates that the Assignor is entitled to receive a portion of such monies under the terms of the Lease pursuant to which such portion was deposited and under applicable law, and (ii) no Event of Default shall then exist and no state of facts shall then exist which, with notice or the passage of time, or both, would constitute an Event of Default if not cured or corrected) unless such disbursement is made directly to a tenant pursuant to the terms of such tenant's Lease.

6. The acceptance of this Assignment and the collection of rents, income and other benefits under the Leases or the Guaranties shall not constitute a waiver of any rights of the Assignee under the terms of the Note or the Security Instruments. The receipt by the Assignee of any rent, income or other benefits under the Leases or the Guaranties pursuant to this Assignment after the institution of foreclosure proceedings under any of the Security Instruments shall not cure any default of the Assignor hereunder or under the Note or any of the Security Instruments or affect such proceedings or any sale pursuant thereto. No waiver by the Assignee of any breach by the Assignor of any covenant or condition contained herein, nor any failure by the Assignee to exercise any right or remedy in respect of any breach hereunder, shall constitute a waiver or relinquishment for the future of any such covenant or condition or of any subsequent breach of any such covenant or condition, or bar any right or remedy of the Assignee in respect of any such subsequent breach. Any action of the Assignee hereunder shall not constitute a waiver of or be deemed to cure any default by the Assignor hereunder or under the Note or any of the Security Instruments, and shall not affect or prejudice any other rights or remedies of the Assignee which other rights or remedies may be exercised by the Assignee prior to, concurrently with or subsequent to action hereunder; and any action by the Assignee under the Note or any of the Security Instruments, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice the Assignee's rights hereunder.

7. The Assignee shall not be liable for any loss sustained by the Assignor resulting from any failure by the Assignee to let the Premises, or any part thereof, after default or from any other act or omission of the Assignee in managing the Premises, or any part thereof, after default. The acceptance of this Assignment shall not be deemed to impose upon the Assignee any of the obligations or duties of the Assignor provided in any of the Leases, and the Assignor shall comply with and observe its obligations as landlord under all Leases. The Assignor shall and does hereby agree to indemnify the Assignee for, and to hold the Assignee harmless from, any and all liabilities, losses, damages, claims, demands and expenses (including, without limitation, reasonable attorneys' fees) which may or might be incurred under any of the Leases or under or by reason of this Assignment or which may be asserted against the 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. Should the Assignee incur any such liabilities, losses, damages, claims, demands or expenses, the amount thereof shall be secured hereby; and the Assignor shall reimburse the Assignee therefor within fifteen (15) days after demand, failing which the Assignee may, at its option, declare all indebtedness secured by the Note and by the Security Instruments to be immediately due and payable.

8. Nothing contained herein and no act done or omitted by the Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by the Assignee of its rights and remedies under the Note and the Security Instruments, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by the Assignee under the terms of the Note and the Security Instruments. The right of the Assignee to collect the indebtedness evidenced by the Note and to enforce any other security therefor may be exercised by the Assignee either prior to, simultaneously with or subsequent to any action taken by it hereunder.

9. Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the Note and the Security Instruments.

10. Default by the Assignor under any of the terms of the Leases shall be deemed a default under the terms of the Note and the Security Instruments. Any expenditures made by the Assignee in curing such a default on the Assignor's behalf, with interest thereon at the Default Rate set forth in the Mortgage, shall become part of the debt secured by this Assignment.

11. In the event that any of the covenants, agreements, terms or provisions contained in this Assignment, the Note or any of the Security Instruments shall for any reason be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any such covenants, agreements, terms or provisions shall operate, or would prospectively operate, to invalidate this Assignment, the Note or any of the Security Instruments, then, and in any such event, such covenants, agreements, terms or provisions only shall be deemed to be null and void and of no force and effect, and the validity, legality and enforceability of the remaining covenants, agreements, terms or provisions contained in this Assignment, the Note and the Security Instruments shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed.

12. The full performance of the Mortgage and the duly recorded satisfaction or release thereof or reconveyance of the Premises, or any part thereof, shall render this Assignment automatically void with respect to the Premises or the part thereof described in said satisfaction, release or reconveyance.

13. The terms, provisions, representations and warranties herein contained shall be binding upon the Assignor and the respective heirs, administrators, executors, personal representatives, successors and assigns of the Assignor, as well as any subsequent owner of the Premises, and shall inure to the benefit of the Assignee, its successors and assigns, including, without limitation, any subsequent holder of the Mortgage or any party who acquires title to the Premises in foreclosure. No assignee of the landlord's interest in said Leases after a foreclosure of the Mortgage shall be liable to account to the Assignor for any rents, income or other benefits thereafter collected.

14. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents contained in the Security Instruments.

15. All notices to any party hereto shall be delivered in accordance with the manner set forth in the Mortgage.

16. This Assignment is executed by the undersigned, American National Bank and Trust Company of Chicago, not personally but solely as Trustee under the terms of that certain Trust Agreement dated November 2, 1984, creating Trust No. 61260; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually or for the purpose of binding it personally, but this instrument is executed and delivered by American National Bank and Trust Company of Chicago, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee, under said agreement and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforced against American National Bank and Trust Company of Chicago on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof.

17. Notwithstanding anything herein to the contrary, the Assignee agrees (a) not to seek or enforce any judgment for any deficiency against the Trustee or the Beneficiary or any general partner of the Beneficiary, in the event of foreclosure of the Mortgage or the exercise of Mortgagee's rights under this Assignment, except to the extent such a judgment may be legally



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required to enable the Assignee to realize upon any collateral for the indebtedness secured hereby, or any part thereof (including, without limitation, any insurance proceeds, condemnation awards, accounts receivable, deposits and any rents or other income misapplied by the Trustee or the Beneficiary at any time or collected by or on behalf of the Trustee or the Beneficiary after the Trustee's or the Beneficiary's permission to collect same under the Security Instruments has terminated), and (b) that, in the event that any suit is brought on the Note, whether after maturity, by acceleration or by passage of time, or at any other time, any judgment obtained against the Trustee or the Beneficiary in such a suit shall be enforced only against the Mortgaged Property (as defined in the Mortgage) and the income, rents, issues, revenues, proceeds and profits therefrom and any other collateral given as security for the indebtedness secured hereby, or any part thereof (including, without limitation, the aforesaid items of collateral). Nothing herein contained, however, shall be construed to (i) be a release or impairment of the indebtedness secured hereby, or any part thereof, nor of the lien of the Mortgage or any other security for the indebtedness secured hereby, or any part thereof, (ii) preclude the Assignee from foreclosing the Mortgage in case of any Event of Default and/or from enforcing any of the Assignee's other rights except as expressly stated in this paragraph, (iii) prejudice the rights of the Assignee as to any of the conditions of the Note or any of the Security Documents, (iv) preclude the Assignee from securing a deficiency, money judgment or other judgment against any subsequent owner of the Mortgaged Property who assumes the indebtedness secured hereby, or any part thereof, or as against any person, persons, entity, or entities (other than those specifically exculpated above) now or hereafter liable for the payment of the indebtedness secured hereby, or any part thereof, or (v) be a release or impairment of the obligations and liability of the Trustee or the Beneficiary or any general partner of the Beneficiary under any guaranty agreements hereafter given in connection with the indebtedness secured hereby or any indemnification agreements presently in effect or hereafter given in connection with the indebtedness secured hereby (including, without limitation, a certain Indemnity Agreement relating to security deposits paid by tenants of the Premises, but excluding the indemnification provisions set forth in the Security Documents in effect on the date hereof).

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed by a person or persons duly authorized, all as of the day and year first above written.

ATTEST:

By

[Signature]  
Its **ASSISTANT SECRETARY**

TRUSTEE:

American National Bank and Trust  
Company of Chicago, not personally  
but as Trustee as aforesaid

By

[Signature]  
Its

[CORPORATE SEAL]

ADDRESS OF TRUSTEE:

33 North LaSalle Street  
Chicago, Illinois 60690

BENEFICIARY:

FOCUS PARTNERS LIMITED  
PARTNERSHIP

By Focus Real Estate Finance Co.  
Its General Partner

By

[Signature]  
Its Sr. V.P.

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### ADDRESS OF BENEFICIARY:

c/o Focus Financial Group, Inc.  
200 West Madison Street  
Chicago, Illinois 60611

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

I, MAXINE J. PEARSON, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT J. MICHAEL WHELAN [name], VICE PRESIDENT [title], and Peter H. Johanson [name], ASSISTANT SECRETARY [title], respectively of American National Bank and Trust Company of Chicago, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT [title] and ASSISTANT SECRETARY [title], appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary acts and as the free and voluntary act of said national banking association for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY [title] acknowledged that [s]he, as custodian of the corporate seal of said national banking association did affix said corporate seal to said instrument as [his/her] own free and voluntary act and as the free and voluntary act of said national banking association, for said uses and purposes.

GIVEN under my hand and notarial seal this DEC 31 1985 day of December, 1985.

Maxine J. Pearson  
Notary Public

My Commission Expires:  
My Commission expires November 20, 1988

[SEAL]

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) ss.

I, BARBARA G. KING, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT ALAN BENJAMIN MILLER, SENIOR VICE PRESIDENT of Focus Real Estate Finance Co., general partner of Focus Partners Limited Partnership, an Illinois limited partnership, beneficiary under a certain land trust created by Trust Agreement dated November 2, 1984, and known as Trust No. 61260, the trustee of which is American National Bank and Trust Company of Chicago, 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 said instrument as his/her own free and voluntary act, as the free and voluntary act of said general partner and the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31st day of December, 1985.

Barbara G. King  
Notary Public

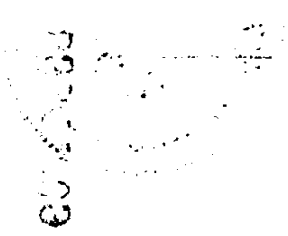
My Commission Expires:  
November 18, 1989

[SEAL]

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## SCHEDULE A

THAT PART OF THE SOUTH EAST 1/4 SECTION 19, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID, 1932.28 FEET WEST OF THE SOUTH EAST CORNER THEREOF; THENCE NORTH AT RIGHT ANGLES THERETO, A DISTANCE OF 429.76 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL HIGHWAY; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 755.93 FEET TO A POINT IN THE WEST LINE OF THE SOUTH EAST 1/4 OF SECTION 19, AFORESAID, 178.45 FEET NORTH OF THE SOUTH WEST CORNER OF SAID SOUTH EAST 1/4; THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTH EAST 1/4 FOR A DISTANCE OF 178.45 FEET TO THE SOUTH WEST CORNER THEREOF; THEN EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 712.58 FEET TO THE POINT OF BEGINNING.

*11500 W. Milwaukee Ave*

*Franklin Park, Ill.*

*FD# 12-19-400-111 + P*

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SCHEDULE B

Leases and Guaranties

1. Lease dated as of November 2, 1984, by and between American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated November 2, 1984, and known as Trust No. 61260, and Alkco Manufacturing Company, a Delaware corporation.
2. Guaranty of Lease dated November 2, 1984, from Jac Jacobsen Industries, Inc., relating to the aforesaid Lease.

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*[Faint, illegible text, likely a header or introductory paragraph]*

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