

# UNOFFICIAL COPY

86080504

## ASSIGNMENT

In consideration of TEN AND NO/100 DOLLARS (\$10.00), receipt of which is hereby acknowledged, the undersigned Assignor, ETHEL HARRIS of Chicago, Illinois, does hereby assign, transfer and set over unto the Assignee, STMON ZUNAMON of Chicago, Illinois, Assignor's leasehold interest in the following:

Lease dated September 12, 1966 between ETHEL HARRIS, Landlord, and AUSTIN BANK OF CHICAGO, not individually, but as Trustee under Trust No. 4301, commencing September 12, 1966 and expiring September 12, 2016, a copy of which is attached hereto and incorporated herein as though fully set forth.

IN WITNESS WHEREOF, the Assignor has signed and sealed this Assignment at Chicago, Illinois, this 31<sup>st</sup> day of January, 1986.

EtheL Harris

STATE OF ILLINOIS )  
                      ) ss.  
COUNTY OF COOK   )

Subscribed and sworn to before me this 31<sup>st</sup> day of January, A.D. 1986.

Notary Public

Return to: Simon Zunamon  
Two First National Plaza  
Chicago, IL 60603

86080504

# UNOFFICIAL COPY

RECEIVED  
JULY 1974

Property of Cook County Clerk's Office

52-1974-26448-1  
TWO FIRST NATIONAL PLAZA - 30TH FLOOR  
CHICAGO, ILLINOIS 60603

# UNOFFICIAL COPY

FEB. 7, 1967

20 058 472 Duplicate

THIS INDENTURE, Made and entered into this 12th day of

September A.D., 1966, by and between ETTIE HARRIS, (hereinafter sometimes referred to as "Landlord") and NATIONAL BANK OF AUSTIN and not personally under Trust No. 4301, dated August 20, 1944, (hereinafter sometimes referred to as "Tenant").

## WITNESS - THAT

WHEREAS, Tenant is about to purchase a parcel of property

from Landlord; and

WHEREAS, as a condition for said sale, Tenant desires to leave the adjoining parcel of land;

NOW, THEREFORE, In consideration of the premises and of the covenants, conditions, and agreements of Tenant hereinafter contained, Landlord has demised and leases, and by these presents does demise and lease, unto Tenant, for use of Tenant for the purpose of parking passenger vehicles only and for no other purpose whatsoever, a parcel of land (hereinafter sometimes referred to as "demised premises") described as follows:

Lot 9 (except the South 49 feet and except the North 4 feet of the South 38 feet of the West 123.50 feet parcel) in Utica Area Industrial Development Subdivision Unit One, being a subdivision in the southwest quarter of section 3, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

12-03-315-011 CFC

TO HAVE AND TO HOLD the leased premises with all of the rights, privileges, easements, and appurtenances thereunto belonging and appertaining, for and during the term of fifty (50) years commencing on the 12th day of September, 1966 and expiring on the 12th day of September, 2016.

## TENANT HEREBY COVENANTS AND AGREES WITH LANDLORD:

That Tenant will pay as rental the sum of One (\$1.00) dollar per year, payable on the first day of November of each year commencing with November 1, 1966, and in addition thereto Tenant agrees to pay all general real estate taxes and special assessments levied against the demised property.

1010 COPY  
21000000  
6 PAGES

86080504

# UNOFFICIAL COPY

Landlord agrees to reimburse Tenant for that portion of the taxes represented by Landlord's steel structures. Tenant agrees to pay all of said taxes when due and to furnish to Landlord proof of such payment prior to the time when any of such taxes becomes due. Failure to make such payment or to so notify Landlord shall be a default under the terms of this Lease.

**SECOND:** Tenant agrees that the demised premises will be utilized by Tenant's employees, guests, and visitors, and for no other purpose whatsoever.

**THIRD:** Landlord has erected on the demised property two steel structures supporting advertising billboards, and Tenant agrees to place bumpers around the structures at a radius of three (3') feet thereof in order to avoid the possibility of damage to Landlord's structures, and to maintain such bumpers during the entire period of this Lease.

**FOURTH:** Tenant agrees that no vehicles more than twelve (12) feet in height will be parked or used on the demised premises at any time by Tenant or anyone on the premises by reason of this Lease.

**FIFTH:** Landlord shall at all times have access to the structures and billboards on the demised premises for the purpose of maintaining and rebuilding or rebuilding and servicing the advertising placed from time to time on the said structures.

**SIXTH:** Tenant covenants to agree at all times during the term of this lease, or any extension thereof, to save, hold harmless and indemnify her, her assigns and successors, against any and all claims, demands, penalties, judgments, court costs, attorney's fees and liabilities of every kind and nature whatsoever in connection with any injury to, or death of, any person, or damage to property, or to any equipment or the use and operation by Tenant of the demised premises, or any part thereof, or from the use of the demised premises by anyone occupying or using the same as guest, licensee, permittee, sublessee, or by otherwise of Tenant, or arising out of the operation of any business by Tenant or due to the installation,

20 058 472

86080504

**UNOFFICIAL COPY**

operation and maintenance by Tenant of any machinery or equipment  
is set upon the demised premises or that Landlord may be put to by  
circumstances or incurred by reason of any default or failure on the  
part of Tenant to comply in any respect with or observe the requirements  
or provisions of this Lease. In addition to such indemnification, Tenant  
hereby covenants and agrees to carry at all times during the term of this  
Lease, or any extension thereof, at Tenant's sole cost and expense, public  
liability insurance in the amounts of \$250,000.00 and \$500,000.00 for  
injuries to any person or persons, including death, and \$100,000.00 for  
property damage on the demised premises, with both Tenant and Landlord  
as named insureds, said insurance policy to be in a financially strong  
and reputable casualty company, and Tenant shall deliver a copy of said  
policy to Landlord showing that such insurance is at all times in force  
and effect.

SEVENTH: Tenant specifically covenants and agrees that he will not sell, display or offer for sale, serve, use, give away, or keep any alcoholic liquors or beverages, in, upon or about said premises, and Tenant further covenants and agrees he will save and keep harmless Landlord and lessee premises, and each and every part thereof from all damages, claims, fines, penalties, costs and expenses whatsoever which may result to Landlord or to demised premises under the provisions of the present or any future statutes, ordinances or regulations of the Village of Rosemont, County of Cook, State of Illinois, United States of America, or other lawful authority on account of any use or purpose to or for which demised premises or any part thereof may be put, used or occupied in connection with or concerning or arising from the sale, serving, using, giving away or presence of any alcoholic liquors or beverages upon demised premises, and particularly from any and all damages, claims, fines, penalties, costs and expenses whatsoever which may result to Landlord or to demised premises under the

卷之三

86080504

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

provisions of that certain statute of State of Illinois entitled, "An Act Relating to Alcoholic Liquors", approved and effective January 31, 1934, and amended.

EIGHTH: Tenant hereby agrees to keep and maintain at Tenant's own cost and expense the herein demised premises in a neat, orderly and sanitary condition at all times during the term of this Lease.

NINTH: It is intended that the foreclosed premises shall be used for parking by whomever from time to time may own the adjoining parcel of property described as:

All of Lot 8, the South 29 feet of Lot 9 and also the North 9 feet of the South 38 feet of the West 123, 34 feet of Lot 9 in O'Hare Area Industrial Development Subdivision Unit One, being a subdivision in the southwest quarter of Section 3, Township 40 North, Range 17, East of the Third Principal Meridian, in Cook County, Illinois.

and it is understood and agreed that the Tenant under this Lease shall at all times be the same as the owner of such adjoining property and that should Tenant sell such adjoining property Tenant will, at the same time, assign this Lease to the purchaser thereof and to no other person or corporation whatsoever.

TEN(TH): In the event Tenant or any successor tenant is adjudged a bankrupt under the laws of the United States of America, then and in that event this Lease automatically terminates upon said adjudication.

ELEVENTH: It is further covenanted and agreed that if default shall at any time be made by Tenant in the payment of any installment of rent under this Lease when due to Landlord as herein provided, or in any of the other covenants and agreements herein contained, to be kept, observed and performed by Tenant, and such default shall continue for a period of Ten (10) days after written notice thereof to Tenant, it shall and may be lawful for Landlord, at her election at any time thereafter, and without further notice or demand to terminate this Lease and to re-enter the demised premises and every part thereof, either with or without process of law, to expel, remove and put out Tenant and every other person occupying in or upon the

2038472

86080501

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

1 1 1 1 1 5 0 4

named, during which time he may do all such acts as an attorney would be empowered and enjoy the common law protection against tortious and other wrongs. Tenant hereby waives and hereby waives all proceedings of the landlord upon due to the event of the forfeiture of this Lease for the benefit of the covenants herein contained, or any notice of the act of Landlord in declaring said declared term at an end and this Lease determined, except the written notice of default provided for in this article.

**TWELFTH:** The right of the Landlord to continue to utilize the dominoes premises for the maintenance and operation of the structures and billboards for advertising purposes will be and remain paramount to the right herein granted to Tenant by Landlord, and nothing stated herein is to be construed as restricting Landlord from granting rights to other parties or persons in, upon or under said land so long as the granting of such rights will not interfere with Tenant's enjoyment of the rights herein granted to Tenant except on a temporary basis during repairs, alterations and similar occasions.

**THIRTEENTH:** All notices to Landlord shall be sent by registered mail, addressed to Pritchard and Pritchard, 134 North La Salle Street, Chicago, Illinois 60602, or at such other place as Landlord shall hereafter designate in writing. All notices to Tenant shall be sent by registered mail to Tenant at 8310 W. Addison Street, Chicago, Illinois, c/o Kenneth S. Brooks, or such other place as Tenant shall hereafter designate in writing.

**FOURTEENTH:** The covenants and agreements herein contained shall inure to the benefit of and be binding upon the respective parties, their heirs, administrators, successors and assigns, the same as if in every case expressed.

**IN WITNESS WHEREOF** the parties herein have hereunto set their hands and seals, all as of the day and year first above written.

*[Signature]*  
Evelyn Harris

2053412

*[Signature]*  
National Bank of Austin, Trustee,  
Trust No. 4301 and not personally;

*[Signature]*  
Sargent Lenderman with problems

36080504

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office

UNOFFICIAL COPY

88080504

Property of Cook County Clerk's Office  
20 658 472

This lease is executed by the Tenant not personally but as Trustee as aforesaid in consideration of the power and authority conferred upon and vested in it as such Trustee, and Tenant in its individual capacity hereby warrants that it possesses full power and authority to execute this lease, and it is expressly understood and agreed that nothing in this lease contained shall be construed as creating any liability in Tenant personally, any and all such personal liability being expressly waived, Landlord and any and all other persons holding by, through or under Landlord.

# UNOFFICIAL COPY

Property of Cook County Clerk's Office

SIMON ZUNAMAN  
TWO FIRST NATIONAL PLAZA - 30TH FLOOR  
CHICAGO, ILLINOIS 60603

\$18.00

50¢  
W.M.

-86-080504

49246 \* C # 46-080504  
145333 TRAH 3137 02/27/86 14:59:00  
\$18.50 DEPT-01 RECORDINGS