70-37-554-03

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

THIS AGREEMENT, made this 27 day of CAN NATIONAL RANK AND MALE THIS AGREEMENT, made this Lydday of Thik, 1986, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association; not personally, but as Trustee under Trust Agreement dated 18 , 1986 and known as Trust No. 66891 ("Trustee"), having its principal place of business at 33 North LaSalle Street, Chicago, Illinois 60690, and PADDOCK CENTER PARTNFREHIP ("Paddock"), an Illinois partnership and the sole beneficiary of said Trustee, having its principal place of business at 1500 North Lake Shore Drive, Chicago, Illinois 60610 (Trustee and Paddock are hereinaliter sometimes referred to collectively as "Assignor"), to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, having its principal office at John Hancock Place, P. O. Box 111, Boston, Massachusetts 02117 ("Assignee"),

WITNESSET H:

WHEREAS, the Assignor as owner of the premises situated at the Southwest corner of Highway 58 (Golf Road) and Highway 62 (Algonquin Road), Rolling Meadows, Illinois and legally described in Exhibit A attached hereto and in that certain mortgage, trust deed, deed of trust or loan deed hereinafter referred to as the mortgage, executed by Trustee at the direction of Paddock, dated , 1986, and recorded consurrently herewith in the office of the Recorder of Deeds of Cock County, Illinois, has been directed by Paddock to execute and ieliver this instrument to secure a loan of Three Million One Hundred Thousand and 00/100 Dollars (\$3,100,000.00) and interest thereon, evidenced by a Note in said amount made by Trustee, to the JOHN MANCOCK MUTUAL LIFE INSURANCE COMPANY, and secured by said mortgage.

AND WHEREAS, the said premises or portions the eof have been leased to tenants described in Exhibit B attached hereto pursuant to leases ("the Leases") described in said Exhibit B.

NOW THEREFORE, in order to induce the Assignee to make said loan and as additional security for the payment of the principal and interest due on said note and for the performance and observance of all the terms of said note and mortgage, the aforesaid Assignor does hereby assign and transfer to the said Assignee, the Leases together with all the right, title and interest of the

This Instrument prepared by and return after recording to:

James A. Winkler, Wilson & McIlvaine 135 South LaSalle St., Suite 2300, Chicago, Illinois 60603

Box 326

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Assignor, as landlord, in the Leases and any renewals thereof and options to purchase, if any, therein contained;

TO HAVE AND TO HOLD the same unto the Assignee as additional security for the payment of the principal and interest provided to be paid in said note and for the performance and observance of all the terms of said note and mortgage;

AND the Assignor hereby covenants and agrees as follows:

That the terms of the Leases will not be altered, modified or changed, nor will said Leases be surrendered or cancelled, nor will any proceedings for the dispossession or eviction of any tenant under the Leases be instituted, without the prior written consent of the Assignee;

THAT no request will be made of any tenant to pay any rent, and no rent will be accepted, in advance of the dates upon which such rent becomes due and payable under the terms of said tenant's lease, it being agreed between the landlord and the tenant or tenants that rent shall be paid as provided in the Leases, and not otherwise;

THAT, unless and until there is a default in the performance or observance of any of the terms of said note or mortgage, provided in said note and mortgage, the Assignor is entitled to collect and retain the rents under the Leases and shall have the right to enforce the collection thereof by any appropriate action or proceeding brought in the name of the Assignor;

THAT upon default under the terms of said note or mortgage or of this agreement or at any time after such default, the Assignee, its successors or assigns, at its or their option and without further consent thereto by the Assignor of any subsequent owner of said premises, may collect the rents and profits thereof, may enter in and upon said mortgaged premises and take possession thereof and may do every act and thing that such Assignor or any subsequent owner of said premises might or could do; and that upon curing all such defaults, the Assignor, its successors or assigns, shall again be entitled to collect and retain the rents under the Leases;

THAT upon payment of said note in accordance with its terms and compliance with all of the terms of said mortgage, this assignment shall be rendered null and void and the Leases shall be reassigned to the then owner in fee of said premises or to such person or persons as said owner may direct by written notice;

THAT the Assignee shall not be responsible for the control, care or management of said premises, or for carrying out any of

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the terms and conditions of the Leases, or for any waste or activity committed or permitted on the premises resulting in loss or injury to any tenant or other person, and the Assignee shall not be liable by reason of any dangerous or defective condition of the premises resulting in loss or injury to any tenant or other person.

This instrument is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee as aforesaid. All of the covenants and obligations to be performed hereunder by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are under taken by it solely as Trustee as aforesaid and not individually and no personal liability shall be asserted or enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO or the beneficiary of Trust No. 66891 by reason of any of the covenants, statements, representations or warranties herein contained.

IN WITNESS WHERECE, this agreement is duly executed the day and year first above written.

- (
(SEAL)	AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee as aforesaid
By: amenuse	Вул
Title:ASSISTANT SECRETARY	PADDOCK CENTER PARTNERSHIP, an Illinois partnership and the sole beneficiery of American
	National Bank and Trust Company of Chicago Trust Agreement dated 1986 and known as/Trust No. 66591
ATTEST: By: Laura a. Zulenzychi	By: Media Messe Richard A. Heise
Title:	By: Wayne D. Sievers
	Title: Partner By James P. Borke Title: Partner
	Title: Partner

ACKNOWLEDGMENTS

STATE OF ILLINOIS) COUNTY OF COOK)	S.	
The foregoing instrument was acknowledged before me this day of APR 2 9 1986, by		
Op	Notary Public	
	My Commission Expires:	
(SEAL)	MI COMMISSION EXPIRES JUNE 27, 1938	
STATE OF ILLINOIS) COUNTY OF COOK)	C/OM C/OM	
The foregoing instrument was acknowledged tefore me this day of		
	Notary Public	
(SEAL)	My Commission Expires: ———————————————————————————————————	

Property of Coot County Clerk's Office

My Commission Expires: (SEAL) Quie 17, 1987	STATE OF ILLINOIS)) SS. COUNTY OF COOK)		
STATE OF ILLINOIS) SS. COUNTY OF COOK) The foregoing instrument was acknowledged before me this day of	The foregoing instrument was day of	s acknowledged before me this 986, by Wayne J. Sievers, Partner IP, an Illinois partnership.	
STATE OF ILLINOIS) COUNTY OF COOK) The foregoing instrument was acknowledged before me this acknowledged before me this large day of large 1, 1986, by James P. Borke, Partner of the PADDOCK CENTER PARTNERSHIP, an Illinois partnership. Large Large My Commission Expires: (SEAL) GENERAL SALLE AND COMMISSION EXPIRES:	000	Notary Public My Commission Expires:	
The foregoing instrument was acknowledged before me this acknowledged before me this least day of least, 1986, by James P. Borke, Partner of the PADDOCK CENTER PARTNERSHIP, an Illinois partnership. Lange Lange Notary Public	(SEAL)	June 17, 1987	
My Commission Expires: (SEAL) Quincil, 1987) ss. O <u>/</u>		
(SEAL) My Commission Expires: Quincil 1987	The foregoing instrument was a knowledged before me this day of dent , 1986, by James P. Borke, Partner of the PADDOCK CENTER PARTNERSHIP, an Illinois partnership.		
(SEAL) Quine 17, 1987		Lever A. Backe Notary Public	
	(SEAL)		
		- Cherry 1987	
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Property or Coot County Clerk's Office

EXHIBIT A

Legal Description:

Parcel 1:

Lots 3 and 4 in Heise's Subdivision of part of the North West 1/4 of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2.

Easements appirtenant to and for the benefit of Parcel 1 for ingress, egress parking and vehicular and pedestrian traffic as created by plac of subdivision for Heise's Subdivision recorded September 23, 1977 as Document 24119807 over the following described property:

Lots 1, 2, 5, 6 and 7 in Heise's Subdivision of part of the North West 1/4 of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Easement appurtenant to and for the benefit of Parcel 1 for the use of existing sanitary sewer and water lines as created by Easement Agreement by and among National Boulevard Bank of Chicago, as Trustee under a Trust Agreement dated March 8, 1976 and known as Trust No. 5510, American National Bank and Trust Company of Chicago, as Trustee under a Trust Agreement dated July 26, 1977 and known as Trust No. 40935, American National Dank and Trust Company of Chicago, as Trustee under a Trust Agreement dated January 17, 1977 and known as Trust No. 39931, and National Foulevard Bank of Chicago, as Trustee under a Trust Agreement dated September 27, 1976 and known as Trust No. 5602, dated September 13, 1977 and recorded October 10, 1978 as Document 24662689, as americad by Amendment to Easement Agreement dated May 15, 1980 and recorded June 10, 1980 as Document 25482426 over the following described property:

Tract I

Part of the Northeast Quarter of Section 17 and part of the Northwest Quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 17; thence Southerly along the East line of said Northeast Quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006,

for a place of beginning, thence South 89° 08' West along said southerly right-of-way of Golf Road (State Rte. 58), 691.05 feet; thence South 0° 52' East, 265.0 feet, thence South 89° 08' West parallel with said Southerly right-of-way of Golf Road (State Rte. 58), 196.11 feet; thence North 0° 27' 20" East, 265.07 feet to said Southerly right-of-way of Golf Road (State Rte. 58); thence South 89° 08' West along said Southerly right-of-way of Golf Road (State Rte. 58), 40.0 feet to the West line of Schwake's Addition to Rolling Meadows, a subdivision recorded August 11, 1970, as Document 21235091, now vacated; thence South 0° 27' 13" West along said west line of Schwake's Addition, 409.95 feet to the Northeasterly right-of-way of the Illinois State Toll Highway, recorded by Deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411; thence South 57° 36' East along said Northeasterly right-of-way of the Illinois State Toll Highway, 1088.71 feet; thence North 32° 23' 43" East, 429.16 feet; thence South 57° 36' East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 41.90 feet; thence North 32° 24' East perpendicular to the last described line, 65.84 feet; thence North 57° 36' West parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 323.40 feet; thence North 31° 34' 40" East, 27.20 feet; there? North 57° 52' 45" West, 34.94 feet; thence South 32° 06' 35" West, 11.56 feet to said East line of the Northeast Quarter of Section 17, said East line also being the West line of Grismer's Subdivision, a Subdivision recorded August 22, 1951, as Document 15152795, now vacated; thence North along said East line of the Northeast Quarter of Section 17, said line also being the West line of Grismer's Subdivision, 408.19 feet to the place of beginning, all in Cook County/Illinois, containing 15.671 acres more or less (except that part dedicated for New Wilke Road).

Tract II:

Part 1

Part of the Northwest Quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, in Cock County, Illinois, described as follows: Commencing at the Northwest Corner of the Northwest Quarter of said Section 16; thence South along the West line of said Northwest Quarter of Section 16, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006 for a place of beginning; thence South along said West line of the Northwest Quarter of Section 16, said West line also being the West line of Grismer's Subdivision, a Subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32° 06' 35" East, 12.56 feet; thence South 57° 52' 45" East, 34.94 feet; thence South 31° 34' 40" West, 27.70 feet; thence South 57° 36' East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway recorded by Deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32° 24' West perpendicular to the last-described line,

65.84 feet, thence South 57° 36' East parallel with said Northeast right-of-way of the Illinois State Toll Highway, 157.03 feet; thence North 32° 24' East perpendicular to the last-described line, 245.0 feet; thence South 57° 36' East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 252.64 feet; thence North 20° 09' East, 480.03 feet; thence North 69° 51' West perpendicular to the last-described line, 46.0 feet; thence South 20° 09' West perpendicular to the last-described line, 10.29 feet; thence North 52° 17' 03" West, 152.90 feet to the Easterly line of said Grismer's Subdivision; thence North 6° 09' 30" East clong said Easterly line of Grismer's Subdivision, 156.16 feet to said Southerly right-of-way of Golf Road (State Rte. 58); thence South 29° 05' 58" West along said Southerly right-of-way of Golf Road (State Rte. 58), 742.38 feet to the place of beginning, all in Cook County, Illinois, containing 11.163 acres more or less.

Part 2

Part of the Northeast Quarter of Section 17 and part of the Northwest Quarter of Section 16, Township 41 North, Range 11 East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northeast Corner of the Northeast Quarter of said Section 17; thence Southerly along the West line of said Northeast Quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006, thence South along the East line of said Northeast Quarter of Section 17, said East line being the West line of Grismer's Subdivision, a Subdivision recorded August 22, 1951, as Document 15152795, now vacated, 408.19 feet; thence North 32° 06' 35" East 12.36 feet; thence South 57° 52' 45" East, 34.94 feet; thence South 31° 34' 40" West, 27.70 feet; thence South 57° 36' East parallel with the Northeasterly right-of-way of the Illinois State Toll Highway, recorded by Deed dated July 26, 1956, and recorded July 31, 1956, as Document 16655411, 323.40 feet; thence South 32° 24' West perpendicular to the last-described line, 65.84 feet for a place of beginning; thence South 57° 36' East(?) parallel with said Northeasterly right-of-way of the Illinois State Toll Eighway, 157.03 feet; thence North 32° 24' East perpendicular to the lastdescribed line, 245.0 feet; thence South 57° 36' East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 252.64 feet, thence South 20° 09' West, 596.02 feet; thence North 62° 39' 34" West, 61.92 feet; thence South 19° 40' West, 66.11 feet to said Northeasterly right-of-way of the Illinois State Toll Highway; thence North 57° 36' West along said Northeasterly rightof-way of the Illinois State Toll Highway, 536.49 feet; thence North 32° 23' 43" East, 428.16 feet; thence South 57° 36' East parallel with said Northeasterly right-of-way of the Illinois State Toll Highway, 41.90 feet to the place of beginning, all in Cook County, Illinois, containing 6.879 acres more or less.

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Tract III

Part of the Northeast Quarter of Section 17, and part of the Northwest Quarter of Section 16, Township 41 North, Range 11, East of the Third Principal Meridian, Cook County, Illinois, described as follows: Commencing at the Northeast corner of the Northeast Quarter of said Section 17; thence Southerly along the East line of said Northeast Quarter of Section 17, 80.0 feet to the Southerly right-of-way of Golf Road (State Rte. 58), as dedicated and recorded September 24, 1929, as Documents 10488005 and 10488006; thence South 89° 08' West along said Southerly right-of-way of Golf Road (State Rte. 58), 691.05 feet for a place of beginning; thence South 0° 52' East, 265.0 feet; thence South 89° 08' West, parallel with said Southerly right-of-way of Golf Road (State Rte. 58), 196.11 feet, thence North 0° 27' 20" East, parallel with the West line of Schware's Subdivision, recorded August 11, 1970, as Document 21235092, 265.07 feet to said Southerly right-of-way of Golf Road (State Rte. 58); thence North 89° 08' East, along said Southerly right-of-way of Golf Road (State Rte. 58), 190.0 feet to the place of beginning, all in Cook County, Illinois, containing 1.174 acres, more or less.

Tract IV

Lot 5 in Heise's Subdivision of part of the Northwest Quarter of Section 16, Township 41 North Range 11 East of the Third Principal Meridian, in Cook County Illinois. 15 Clart's Office

P.T.N. #08 18 100 021, 022 08-16-100-023

STREET ADRESS OF PROPERTY: SOUTHWEST CORNER OF HIGHWAY 58 (GOLF ROAD) AND HIGHWAY 62 (ALGONQUIN ROAD) ROLLING MEADOWS, ILLINOIS

EXHIBIT B

Leases in Effect

- 1. Lease for the period ending August, 1999 by and between Paddock Center partnership, an Illinois general partnership, as Lessor, and Gino's On-The-Move, Inc., a Delaware corporation, as Lessee. Term: (5/1/84-8/31/99).
- 2. Lease for the period ending August 31, 1989 by and between Mational Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Woodfield Music Shop, Inc. (Oranges Records and Tapes), as Lessee. Term: (9/1/79-8/31/89).
- 3. Lease for the period ending May 31, 1989 by and between National Boulevard Bank of Chicago as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and CompuShop, incorporated, as Lessee. Term: (6/1/84-5/31/89).
- 4. Lease for the period ending August 31, 1990 by and between National Boulevard Fank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Honey Baked Ham Company, as Lessee. Term: (9/1/80-8/31/90).
- 5. Lease for the period ending June 30, 1986 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and J Paul Limited Paddock Offices), as Lessee. Term: (7/15/83-6/30/86).
- 6. Lease for the period ending May 31, 1987 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Chicago Specialty Bakers, as Lessee. Term: (6/7/82-5/31/87).
- 7. Lease for the period ending January 31, 1990 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Knapp King Size Corp., as Lessee.

 Term: (2/1/85-1/31/90).
- 8. Lease for the period ending October 31,1990 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and El Cid, Inc., as Lessee. Term: (9/1/84-10/31/89).

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- 9. Lease for the period ending April 30, 1990 by and between Paddock Center Partnership, an Illinois general partnership, as Lessor, and The Elegant Look, Inc., as Lessee. Term: (11/1/84-4/30/90).
- 10. Lease for the period ending September 30, 1989 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Richard Hayhurst (Photography Unlimited) as Lessee. Term: (8/1/84-4/30/90).
- il. Lease for the period ending September 30, 1989 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Peter Abruzzo (Modern Tuxedo), as Lessee.

 Term: (8/1/84-9/30/89).
- 12. Lease for the period ending September 30, 1989 by and between National Boulevard Bank of Chicago as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor, and Modern Bridal Showrooms, Inc. as Lessee. Term: (8/1/84-9/30/89).
- 13. Lease for the period ending June 30, 1989 by and between Paddock Center partnership, an Illinois general partnership, as Lessor, and D.J. and J., Inc. (Prima Deli) as Lessee. Term: (7/1/84-6/30/89).
- 14. Lease for the period ending October 31, 1986 by and between National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated March 8, 1986, and known as Trust No. 5510, as Lessor, and Speedy Printing Centers of Rolling Meadows, as Lessee. Term: (11/1/81-10/31/86).
- 15. Lease for the period ending January 31, 1989 by and between Paddock Center Partnership, as Lessor, and Sylvan Learning Corporation, as Lessee. Term: (1/27/86-1/31/89).
- 16. Lease and Sublease for the period ending May 31, 1987 by and between National Boulevard Bank of Chicago as Trustee under Trust Agreement dated March 8, 1976 and known as Trust No. 5510, as Lessor and Henry Lassen and Constance Lassen, as Sublessee. Term: (6/3/83-5/31/87).

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