

# UNOFFICIAL COPY

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## ASSIGNMENT OF LESSOR'S INTEREST UNDER LEASE

\$ 16.00

This agreement is an Assignment of Lessor's Interest under Lease dated as of this 9th day of June, 1986, between CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, as Trustee under the provisions of a trust agreement dated June 9, 1986 and known as Trust No. 5-68055 (hereinafter called "Assignor"), and PAG, INC., an Illinois corporation, (hereinafter called "Assignee").

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

WHEREAS, by Lease dated December 26, 1958, between The Prudential Insurance Company of America ("Prudential"), as Lessor, and 2000 Corporation, an Illinois corporation, as Lessee, a memorandum of which Lease was recorded on December 26, 1958 in the Recorder's Office of Cook County, Illinois, in Book 56895, at Page 110, as Document Number 17413313, as thereafter amended (hereinafter called the "Lease"), Prudential demised and leased to 2000 Corporation the real estate in the City of Chicago, County of Cook, State of Illinois, more fully described in the Lease and in Exhibit "A" attached hereto and made a part hereof and known as the Palmolive Building, 919 North Michigan Avenue, Chicago, Illinois, for the terms, at the rents and on the covenants and conditions as set forth in the Lease;

WHEREAS, the interest of Prudential, as Lessor under the Lease, has been assigned through intermediate assignments to Assignor;

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70-55-870 Dr. Carter (6)

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WHEREAS, Assignor, by Trustee's Quit Claim Deed of even date herewith, has conveyed all of its interest in the real estate described in Exhibit "A" and all improvements thereon to Assignee; and

WHEREAS, accordingly, Assignor desires to assign and Assignee desires to accept the assignment of all of Assignor's interest as Lessor under the Lease.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt whereof is hereby acknowledged, Chicago Title and Trust Company, as Trustee as aforesaid, hereby assigns unto PAG, Inc. all of its right, title and interest in and to the Lessor's interest under the Lease and the premises therein described and the building and improvements thereon, together with the fixtures, building equipment and other personal property in respect to which the Assignor has any interest and which is located on or used in connection with the operation of the building described in the Lease.

The Assignee, its successors and assigns, shall have and hold the Lessor's interest under the Lease from and after the date hereof for all of the remaining term of the Lease, as such term may be changed by Amendment to the Lease, subject to all the covenants, conditions and provisions set forth in the Lease.

In consideration for the assignment to it of the Lessor's interest in the Lease, the Assignee, for the benefit of the

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Assignor, covenants and agrees on behalf of itself, its successors and assigns, to keep, observe and perform after the date of delivery of this Assignment each and every term, covenant and agreement required to be performed by Assignor under the Lease.

Assignee hereby approves, ratifies and affirms all the provisions of the Lease and further agrees that the Lease, except as the same may have been modified by this instrument, is in full force and effect.

This Agreement may be executed in multiple counterparts, and all of such counterparts shall constitute one and the same Agreement.

This instrument is executed by Chicago Title and Trust Company, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Chicago Title and Trust Company are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against Chicago Title and Trust Company by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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IN WITNESS WHEREOF, this Agreement was executed on behalf of the parties hereto on the date first above written.

**ASSIGNOR:**

CHICAGO TITLE AND TRUST COMPANY,  
as Trustee as aforesaid

**ATTEST:**

Charles Weigert  
Assistant Secretary

By: [Signature]

Assistant Vice President

**ASSIGNEE:**

PAG, INC.,  
an Illinois corporation

**ATTEST:**

Robert Wylneff  
Secretary

By: [Signature]

Its \_\_\_\_\_

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STATE OF ILLINOIS            )  
  ) SS.  
COUNTY OF COOK            )

## ACKNOWLEDGMENT

I, Charlotte Fox, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the above-named Assistant Vice President and Assistant Secretary of CHICAGO TITLE AND TRUST COMPANY, Assignor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument, as their free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of June, 1986.

Charlotte Fox  
Notary Public

My Commission expires 5-8-88

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

### ACKNOWLEDGMENT

I, Donald Egan, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Philip Rostker personally known to me to be a President of PAG, INC., an Illinois corporation, and Robert Walneff personally known to me to be a Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, they signed and delivered the said instrument, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10th day of June, 1986.

Donald Egan  
Notary Public

My Commission expires July 30, 1986.

Address of Property: 919 North Michigan Avenue  
Chicago, Illinois

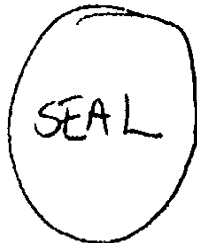
Permanent Index No.: 17-03-213-001-0000 JB

This instrument was prepared by:

Frank A. Reichelderfer, Esq.  
Wilson & McIlvaine  
135 South LaSalle Street  
Suite 2300  
Chicago, Illinois 60603

Mail to:

Ira Kipnis  
400 E. Randolph # 600  
Chicago, Ill. 60601



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## Description of Property

### Parcel 1

The North 1/2 of that certain tract of land described as follows:

Lots 23 to 31, both inclusive, in Allmendinger's Lake Shore Drive addition to Chicago, a subdivision of part of Block 13 in Canal Trustees' subdivision of the south fractional 1/4 of Section 3, township 39 north, range 14 east of the third principal meridian, in Cook County, Illinois.

### Parcel 2

Easement for light, air and view for the benefit of Parcel 1 in, over and above and across the following described area:

Commencing at a horizontal plane parallel to and 63 feet above Chicago city datum and extending vertically upwards to the zenith, beginning at a point on the south line of Parcel 1, 62 feet east of the westerly line of said Parcel 1, thence south along a line parallel to and 62 feet east of the westerly line of lots 26 and 27 in Allmendinger's Lake Shore Drive addition to Chicago aforesaid, (said westerly line of lots 26 and 27 aforesaid being a continuation of the westerly line of Parcel 1 extended south) a distance of 25 feet to a point in said lot 26, thence east along a line parallel to the south line of Parcel 1 a distance of 88 feet to a point in lot 24 in said Allmendinger's Lake Shore Drive addition to Chicago aforesaid, thence north along a line parallel to the westerly line of lots 26 and 27 aforesaid, a distance of 25 feet to the south line of Parcel 1, thence west along the south line of Parcel 1, a distance of 46 feet to the place of beginning, as created by agreement between the Palmolive Peet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as trust number 19104, dated March 31, 1928 and recorded April 30, 1928 as document number 10005790, and also recorded June 21, 1932 as document number 11106014, and as continued and preserved by instrument dated December 26, 1958 and recorded December 26, 1958 as document number 17413316 in Cook County, Illinois.

EXHIBIT "A"

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