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FIRST ASSIGNMENT OF LEASES

\$46.00

FOR VALUE RECEIVED, the undersigned, CST Acquisition Company, a Delaware corporation (hereinafter called the "Assignor"), hereby assigns, transfers and sets over to Citicorp Industrial Credit, Inc., a Delaware corporation (hereinafter called the "Assignee"), all interest of the undersigned in the leases (or extensions or renewals thereof) described in the Schedule, attached hereto, between the Assignor (or its predecessor) as lessor, and the lessees named in said Schedule, demising and leasing all or portions of the premises legally described as follows:

See Attached Exhibits A, B and C which are made a part hereof by reference hereto.

together with all rents payable under the said leases and all benefits and advantages to be derived therefrom, to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of any lessee's obligations under said leases.

The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under said leases and avail itself of and pursue all remedies for the enforcement of said leases and Assignor's rights in and under said leases as the Assignor might have pursued but for this assignment.

The Assignor warrants that said leases are in full force and effect, that it has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of any of the lessees, or the Assignor, as lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in said leases contained; that no rent has been paid by any of the lessees for more than one installment in advance, and that the payment of none of the rents to accrue under said lease has been waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; and that no security deposits have been made by any of the lessees under said leases, except as shown on the Schedule hereto.

The Assignor agrees:

(a) that said leases shall remain in full force and effect irrespective of any merger of the interest of the lessor and lessee thereunder; and that it will not transfer or convey the fee title to said premises to any of the lessees without

PREPARED BY AND RETURN TO
JAMES L. MAROVITZ
SIDLEY + AUSTIN
ONE FIRST NATIONAL PLAZA
CHICAGO, ILLINOIS 60603

HV Box 229

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requiring such lessees, in writing, to assume and agree to pay the debt secured hereby in accordance with the terms, covenants and conditions of the note and Mortgage hereinafter described;

(b) not to terminate, modify or amend any Major Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of the Assignee and that any attempted termination, modification or amendment of said leases without such written consent shall be null and void;

(c) except for collection of advance rental deposits of two months' rent or less upon execution of a lease, collection of operating expense and tax escrows, collection of rent paid by a tenant less than thirty days in advance of the date on which such rent is due and payable, and collection of other rent, income and profits in advance incidental to the customs of the industry, not to collect any of the rent, income and profits arising or accruing under said leases in advance of the time when the same become due under the terms thereof;

(d) except in the case of a default by the lessee under a lease, in connection with which Assignor is negotiating a settlement of the balance of the term of the lease, not to discount any future accruing rents, and then in such event, only to the extent such discount is commercially acceptable in Assignee's judgment, reasonably applied;

(e) not to execute any other assignments of said leases or any interest therein or any of the rents thereunder except, subject hereto, to a purchaser of the mortgaged premises;

(f) to perform all of Assignor's covenants and agreements as lessor under said leases, the non-performance of which would result in a right in the lessee thereunder to terminate the lease, and not to suffer or permit to occur any release of liability of the lessees, or any of them, or any right to the lessees, or any of them, to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to said leases received from the lessee thereunder, or any of them, and to furnish Assignee with complete copies of said notices;

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(g) if so requested by the Assignee, to enforce the Major Leases and all remedies available to the Assignor against the lessees, in case of default under said leases by the lessees;

(h) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this assignment;

(i) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the lease and benefits hereby assigned shall continue as additional security in accordance with the terms hereof;

(j) not to alter, modify or change the terms of any guarantees of said lease or cancel or terminate such guarantees without the prior written consent of the Assignee;

(k) not to consent to any assignments of any Major Leases, or any subletting thereunder, whether or not in accordance with their terms, without the prior written consent of the Assignee; and

(l) not to request, consent to, agree to or accept a subordination of said lease to any mortgage or other encumbrance now or hereafter affecting the premises.

For purposes of this Assignment, a "Major Lease" is a lease which demises 5,000 square feet or more of space for a term, including extension and renewal terms and options, of five years or more at an average annual rental, excluding operating expense and tax pass-throughs, of \$50,000 per annum.

This Assignment is given as additional security for the payment of the Secured Promissory Note ("Note") of the Assignor, dated July 2, 1986, in the principal amount of Twenty-Five Million and No/100 Dollars (\$25,000,000.00), held by the Assignee, and all other sums secured by the First Illinois Mortgage (hereinafter referred to as the "Mortgage"), dated July 2, 1986, from the Assignor to Assignee, as Mortgagee, conveying premises of which those demised in said leases form all or a part. The security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the demised premises and after deducting the expenses of collection, shall be applied on account of the indebtedness

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secured by the Mortgage, or in such other manner as may be provided for in the Mortgage, or in any general assignment of rents given as additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to said leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment of further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. The Assignee shall not be obligated to perform or discharge any obligation, duty or liability under said leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under said leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases. Should the Assignee incur any such liability, loss or damage under said leases, or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note or Mortgage, but upon the occurrence of any such default, the Assignee shall be entitled, upon notice to the Lessee, to all rents and other amounts then due under the leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the lessees to pay all such amounts to the Assignee without proof of the default relied upon. The lessees are hereby irrevoc-

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cably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may thereafter become due under the leases, or for the performance of any of lessees' undertakings under the leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

This Assignment shall include any extensions and renewals of the leases, and any reference herein to the said leases shall be construed as including any such extensions and renewals.

This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee," and "lessee," wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the 2nd day of July, 1986.

CST Acquisition Company

By: 

Attest:


Secretary

CST ACQUISITION COMPANY

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

STATE OF ILLINOIS)
)
COUNTY OF COOK)

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I, Nanette Bernier, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Robert E. Page, President of CST Acquisition Company, a Delaware corporation, and Donald F. Piazza, Secretary of said Company, personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own 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 Secretary then and there acknowledged that he, as custodian of the corporate seal of said Company, did affix the corporate seal of said Company to said instrument as his 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 Notarial Seal, this 2nd day of July, 1936.

Nanette Bernier
Notary Public

Notary Public
Cook County Clerk's Office

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EXHIBIT 6 2 7 3 2 2 0

LEGAL DESCRIPTION - WABASH

PARCEL 1

A tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprising parts of Water Lots 6, 7, 8 and 16 and all of Water Lots 9 to 15 (both inclusive) with accretions in Kinzie's Addition to Chicago together with vacated "Ferry Street" and a portion of East North Water Street lying Northwesterly of and adjoining thereto and a part of Lot 14 in Block 2 in said Kinzie's Addition and certain parts of the highways known as East Kinzie Street and North Water Street, which parts of public highways were conveyed by the City of Chicago to the Chicago and Northwestern Railway Company by a quit claim deed recorded in the Recorder's Office of Cook County, Illinois, as Document Number 10774448, and which are denoted as Parcels 16 and 17 in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the Chicago City Council July 29, 1930, excepting from certain of said Water Lots those parts thereof lying Southerly of the Northerly dock line of said river, which tract of land is more particularly bounded and described as follows:

Beginning at the point of intersection of the South line of East North Water Street with the West line of North Rush Street as established by ordinance passed May 27, 1955;

Thence South 78 degrees 25 minutes 00 seconds West along the South line of East North Water Street and along the Northerly line of said Parcel 17 a distance of 272.18 feet;

Thence South 32 degrees 10 minutes 50 seconds West along the Northwesterly line of Parcels 16 and 17 a distance of 268.13 feet to a point which is 44.84 feet bearing North 32 degrees 10 minutes 50 seconds East of the corner common to Parcels 9, 14 and 16 of said ordinance;

Thence South 49 degrees 05 minutes 40 seconds West a distance of 22.82 feet;

Thence Southwesterly along a curved line to which the last described course is tangent, convex to the Southeast and having a radius of 922.92 feet a distance of 36.73 feet to a point of compound curve;

Thence continuing Southwesterly along a curved line, convex to the Southeast and having a radius of 727.94 feet a distance of 98.91 feet to an intersection with the Northwesterly extension of the Southwesterly lines of said Parcel 9 at a point

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on said extension which is North 22 degrees 24 minutes 30 seconds West a distance of 29.38 feet from the most Westerly corner of said Parcel 9;

Thence South 22 degrees 24 minutes 30 seconds East along said Northwesterly extension and along said Southwesterly line of said Parcel 9 a distance of 46.97 feet to another corner of said Parcel 9;

Thence North 67 degrees 35 minutes 30 seconds East along the Southeasterly line of said Parcel 9 a distance of 105.06 feet to a corner common to said Parcels 9 and 5 of said ordinance;

Thence South 39 degrees 30 minutes 25 seconds East along the Northeasterly line of Parcel 5 described in said ordinance a distance of 46.62 feet to the most Easterly corner of said Parcel 5 on the Northerly dock line of the Chicago River;

Thence North 48 degrees 44 minutes 55 seconds East along said Northerly dock line as the same is defined by the Office of the Harbor Master of Chicago a distance of 401.26 feet to its intersection with the Northeasterly line of said Water Lot 14;

Thence North 62 degrees 25 minutes 37 seconds East along the present dock line a distance of 100.64 feet to the intersection with the West line of North Rush Street as established by ordinance passed May 27, 1955;

Thence North 00 degrees 17 minutes 40 seconds East along the West line of said Rush Street a distance of 104.51 feet to the point of beginning.

PARCEL 2

A tract of land in Section 10, Township 30 North, Range 14 East of the Third Principal Meridian, comprising parts of Lots 8 to 14 (both inclusive) in Block 2 in Kinzie's Addition to Chicago, together with part of new East North Water Street, old North Water Street and East Kinzie Street, all of which are also parts of variously numbered parcels which are described in an ordinance "providing for the construction of a bridge across the main branch of the Chicago River at North Wabash Avenue" passed by the City Council of the City of Chicago July 29, 1930 and recorded in the Office of the Recorder of Deeds in and for Cook County, Illinois as Document Number 10774446 bounded and described as follows:

Beginning at a point in the Northwesterly line of Parcel 17 (being also the easterly line of Parcel 18) of the

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aforesaid "ordinance" which is 22.623 feet Southwesterly of the most Northerly corner of said Parcel 18;

Thence South 32 degrees 10 minutes 50 seconds West along the Northwesterly line of said Parcel 17, across said Lot 14 in Block 2 and along the Southeasterly line of Parcel 14 of the aforesaid ordinance and the Northwesterly line of Parcel 16 of the aforesaid ordinance a distance of 245.51 feet to the point which is North 32 degrees 10 minutes 50 seconds East distant 44.84 feet from the most Westerly corner of said Parcel 16;

Thence South 49 degrees 05 minutes 40 seconds West a distance of 22.82 feet;

Thence Southwestwardly along a curved line to which the last described course is tangent convex to the Southeast and having a radius of 922.92 feet a distance of 36.73 feet to a point of compound curve;

Thence continuing Southwestwardly along a curved line convex to the Southeast and having a radius of 727.94 feet a distance of 98.91 feet to an intersection with a Northwesterly extension of the Southwesterly line of Parcel 9 of the aforesaid "ordinance" at a point on said extension which is North 22 degrees 24 minutes 30 seconds West distant 29.38 feet from the most Westerly corner of said Parcel 9;

Thence North 22 degrees 24 minutes 30 seconds West along the said Northwesterly extension of the Southwesterly line of said Parcel 9 and along the Southwesterly line of Parcel 10 of the aforesaid ordinance a distance of 72.674 feet to a corner of said Parcel 10;

Thence North 32 degrees 10 minutes 50 seconds East along the Northwesterly line of said Parcel 10 a distance of 30.005 feet to a point;

Thence North 53 degrees 26 minutes 39 seconds East a distance of 8.210 feet to the Southwesterly corner of an existing steel column with following bearings and distances all measured between the respective Southwesterly corners of existing steel columns;

Thence North 53 degrees 26 minutes 39 seconds East a distance of 37.266 feet;

Thence North 49 degrees 16 minutes 46 seconds East a distance of 43.939 feet;

Thence North 47 degrees 48 minutes 32 seconds East a distance of 42.497 feet;

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Thence North 47 degrees 00 minutes 54 seconds East a distance of 2.028 feet;

Thence North 47 degrees 37 minutes 29 seconds East a distance of 51.473 feet;

Thence North 49 degrees 32 minutes 01 second East a distance of 32.526 feet;

Thence North 52 degrees 21 minutes 58 seconds east a distance of 32.823 feet;

Thence North 55 degrees 51 minutes 35 seconds East a distance of 43.853 feet;

Thence North 60 degrees 01 minute 51 seconds East a distance of 43.717 feet;

Thence North 60 degrees 01 minute 51 seconds East a distance of 3.973 feet to the point of beginning, except from the aforesaid Parcels 1 and 2 the following property described as Parcel "A" and Parcel "B":

PARCEL "A"

All that certain parcel of land consisting of a part of Lot 8 and a part of Lot 9 in Block 2 together with a part of vacated North Water Street adjoining said Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the East line of North State Street as recognized in the Wabash Avenue Bridge Ordinance passed by the City Council of the City of Chicago on July 29, 1930 with the present Northerly dock line of the Chicago River, as recognized in said ordinance, said point being South 00 degrees 09 minutes 40 seconds West 475.02 feet from the Northwest corner of said Block 2 of Kinzie's Addition to Chicago;

Thence North 63 degrees 02 minutes 40 seconds East along said Northerly dock line, 177.70 feet;

Thence North 22 degrees 24 minutes 30 seconds West 68.58 feet;

Thence North 67 degrees 35 minutes 30 seconds East 18.75 feet;

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Thence North 22 degrees 24 minutes 30 seconds West 4.25 feet;

Thence North 67 degrees 35 minutes 30 seconds East 1.62 feet;

Thence North 22 degrees 24 minutes 30 seconds West 45.38 feet to a point 131.61 feet (measured perpendicularly) East from said East line of North State Street for a place of beginning at the most southerly corner of said hereinafter described parcel of land;

Thence continuing North 22 degrees 24 minutes 30 seconds West, a distance of 74.26 feet;

Thence North 32 degrees 10 minutes 50 seconds East, a distance of 30.005 feet;

Thence North 53 degrees 26 minutes 39 seconds East, a distance of 8.210 feet to the Southwesterly corner of an existing steel column;

Thence continuing North 53 degrees 26 minutes 39 seconds East, a distance of 7.50 feet;

Thence South 00 degrees 09 minutes 40 seconds West parallel with the aforesaid East line of North State Street, a distance of 103.41 feet to the place of beginning in Cook County, Illinois.

PARCEL "B"

All that certain parcel of land consisting of a part of Lot 8 and part of Lot 9 in Block 2 together with part of vacated North Water Street adjoining said Block 2, all in Kinzie's Addition to Chicago in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, said parcel of land being bounded and described as follows:

Commencing at the point of intersection of the East line of North State Street as recognized in the Wabash Avenue Bridge Ordinance passed by the City Council of the City of Chicago on July 29, 1930 with the present Northerly dock line of the Chicago River, as recognized in said ordinance, said point being South 00 degrees 09 minutes 40 seconds West 475.69 feet from the Northwest corner of said Block 2 of Kinzie's Addition to Chicago;

Thence North 63 degrees 02 minutes 40 seconds East along said Northerly dock line, 177.70 feet;

Thence North 22 degrees 24 minutes 30 seconds West,
68.58 feet;

Thence North 67 degrees 35 minutes 30 seconds East,
18.75 feet;

Thence North 22 degrees 24 minutes 30 seconds West,
4.25 feet;

Thence North 67 degrees 35 minutes 30 seconds East,
1.62 feet;

Thence North 22 degrees 24 minutes 30 seconds West,
45.38 feet for a place of beginning;

Thence North 00 degrees 09 minutes 40 seconds East,
103.41 feet;

Thence North 53 degrees 26 minutes 39 seconds East,
5.22 feet;

Thence South 00 degrees 09 minutes 40 seconds West
along a line parallel with and 135.80 feet (by rectangular
measurement) East of the aforesaid East line of North State
Street, 116.60 feet;

Thence North 22 degrees 24 minutes 30 seconds West,
10.91 feet to the place of beginning, in Cook County, Illinois.

401 N. Wabash Ave.

Chicago, Ill.

P.I.N. 17-10-135-025 and

17-10-136-008

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EXHIBIT A

LEGAL DESCRIPTION - WABASH - LEASEHOLD

A portion of the property and space lying within the basement level of the building commonly known as "One IBM Plaza", being a part of a tract of land in Section 10, Township 39 North, Range 14 East of the Third Principal Meridian, comprised of those parts of Block 2 and Water Lots 3 to 6, both inclusive, in Kinzie's Addition to Chicago; vacated Carroll Avenue (formerly known as new North Water Street); and vacated North Water Street; said portion of the property and space lies above a horizontal plane at 5.25 feet above Chicago City Datum (being the upper surface of the concrete floor) and below a horizontal plane at 24.00 feet above said Chicago City Datum, and said part of the tract of land is bounded and described as follows:

Beginning at the point of intersection of the East line of North State Street, as recognized in the Wabash Avenue Bridge Ordinance passed by the City Council of the City of Chicago on July 29, 1930, with the present Northerly dock line of the Chicago River, as recognized in said ordinance, said point being South 0 degrees 9 minutes 40 seconds west, 475.69 feet from the Northwest corner of said Block 2 in Kinzie's Addition to Chicago;

Thence North 63 degrees 2 minutes 40 seconds East, along the said Northerly dock line, 177.70 feet;

Thence North 22 degrees 24 minutes 30 seconds West, 68.58 feet;

Thence North 67 degrees 35 minutes 30 seconds East, 18.75 feet;

Thence North 22 degrees 24 minutes 30 seconds West, 4.25 feet;

Thence North 67 degrees 35 minutes 30 seconds East, 1.62 feet;

Thence North 22 degrees 24 minutes 30 seconds West, 29.64 feet to an intersection with the South face of a concrete block wall;

Thence along the face of said concrete block wall the following courses and distances;

West 50.98 feet;

North 0.83 of a foot;

West 36.82 feet;

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South 0.83 of a foot;

West 49.85 feet to a point on the aforesaid East line of North State Street, and

Thence South along said East line of North State Street, 183.44 feet to the point of beginning (except therefrom any space therein occupied by columns, caissons, foundations, beams, gussets and other supporting structures; elevator pits, stairwells and the like; and space devoted to a minimum dockage facility on the Chicago River); in Cook County, Illinois.

1 IBM Plaza

17-10-135-013

17-10-135-023

17-10-135-024

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EXHIBIT B

LEGAL DESCRIPTION - ELSTON

PARCEL 1

Lot 29 (except the Northwesterly 16 feet thereof), Lots 30 to 33, both inclusive, and Lots 35 to 41, both inclusive, all in Block 11 in Fullerton's Addition to Chicago, a Subdivision in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

The vacated alley running in a Northeasterly direction Southeasterly of and adjoining the Southeasterly line of Lot 33 and adjoining the Southeasterly line of Lot 33 produced Northwesterly 16 feet, also the vacated public alley running in a Northwesterly direction Northeasterly of and adjoining the Northeasterly line of Lot 29 (except the Northwesterly 16 feet thereof) and Lots 30 to 33, both inclusive, all in Block 11 in Fullerton's Addition to Chicago, a Subdivision in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3

That part of Lot 34 lying Southeasterly of a line described as follows: Commencing at the Southwest corner of Lot 1 in Block 11, said corner being 164 feet South of the Northwest corner of said Lot 1; thence Southeasterly along the Northeasterly line of a 16 foot alley 195.06 feet for a point of beginning; thence Northeasterly at a right angle to said alley line 159.83 feet to the Southeast corner of said Lot 1 and the Northeast corner of said Lot 34, all in Block 11 in Fullerton's Addition to Chicago in the Northeast 1/4 of Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPTING from Parcels 1 and 2 aforesaid, that is from the above part of Lots 29 and 30 in Block 11 in Fullerton's Addition to Chicago, a Subdivision in Section 31, Township 40 North, Range 14 East of the Third Principal Meridian, and part of a vacated alley vacated as per Document Number 4624286 running in a Northwesterly direction lying Northeasterly of and adjoining the Northeasterly line of said Lots 29 and 30, bounded and described as follows:

Beginning at a point in the Southwesterly line of said Lot 29 16.00 feet Southeasterly of the Northwesterly corner of said Lot 29; thence Northeasterly along a line 16.00 feet Southwesterly of and parallel with the Northwesterly line of said Lot

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29 and its Northeasterly extension a distance of 141.00 feet to the Southwesterly line of Lot 34 in said Block 11; thence Southeasterly along the Southwesterly line of said Lot 34 a distance of 12.20 feet; thence Southwesterly along a line 28.20 feet Southeasterly of and parallel with the Northwesterly line of said Lot 29 and its Northeasterly extension a distance of 40.79 feet; thence Southwesterly along a line a distance of 53.27 feet to a point 21.00 feet Southeasterly of the Northwesterly line of said Lot 29; thence Southwesterly along a line 21.00 feet Southeasterly of and parallel with the Northwesterly line of said Lot 29 a distance of 47.43 feet to a point in the Southwesterly line of said Lot 29; thence Northwesterly along the Southwesterly line of said Lot 29 a distance of 5.00 feet to the point of beginning, in Cook County, Illinois.

2315 North Elston Ave.
Chicago, Illinois

P.I.N. 14-31-501-010 and
14-31-200-047

Cook County Clerk's Office

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LEGAL DESCRIPTION - RACINEPARCEL 1

Lots 25, 26, 27, 28 and 29 in Rees and Rucker's Subdivision of Block 16 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in Junge's Subdivision of Lot 60 in Rees and Rucker's Subdivision of Block 16 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3

Lots 54, 55, 56, 57, 58 and 59 in Rees and Rucker's Subdivision of Block 16 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4

A strip of land, formerly a private alley West of and adjoining Lots 1 and 2 and East of and adjoining Lots 3, 4, 5, 6, 7 and 8 all in Junge's Subdivision of Lot 60 in Rees and Rucker's Subdivision of Block 16 in Canal Trustees' Subdivision of the West 1/2 and the West 1/2 of the Northeast 1/4 of Section 17, Township 39 North, Range 14 East of the Third Principal Meridian, all in Cook County, Illinois.

215-25 South Henry St.
Chicago, Ill.

PIN 17-17-113-027, 17-17-113-028,
17-17-113-029, 17-17-113-030

SCHEDULE D-1

LEASED PROPERTY WHERE AN ACQUIRED ENTITY IS LESSOR AS OF 6/17/86

1. Location: Suite 519, 401 N. Wabash Avenue,
Chicago, Ill.
- Facility: General Office
- Date Of Lease: 5-27-80
- Lessor: Field Enterprises Realty
Corporation, a Delaware Corp.
- Lessee: People Associates
- Term: 4-1-85 to 3-31-88 (B)
- Rent: \$9,927.00/year (B), \$31,372.00 Term of
Lease (B)
- Premises: Suite 519
- Assignability: In the event of a sale or
conveyance by Lessor of one building,
the same shall operate to release Lessor
from any future liability upon any of
the covenants or conditions, herein
contained in favor of Lessee and in
such event Lessee agrees to look solely
to the responsibility of the successor
in interest of Lessor. Security deposit
may be transferred. Lease shall not be
affected by any such sale, and the
Tenant agrees to attorn to the purchaser
or assignee.

Tenant shall at anytime and from time to
time upon not less than 10 days prior
written notice from Landlord execute,
acknowledge and deliver to landlord an
estoppel certificate.

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Address For Notices: None Noted

2. Location: Suite 519 A, 401 N. Wabash Avenue, Chicago, Ill.

Facility: General Office

Date of Lease: August 5, 1983

Lessor: Field Enterprises Realty Corp.

Lessee: The Washington Post

Term: 8-8-85 to 8-7-86 (B)

Rent: \$14,006/year (B)

Premises: Suite 519 A

Assignability: In the event of a sale or conveyance by Lessor of one building, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor. Security deposit may be transferred. Lease shall not be affected by any such sale, and the Tenant agrees to attorn to the purchaser or assignee, provided that tenant has the right to terminate the lease in the event that the building is no longer used as the primary location of the Sun-Time's editorial and general office. Tenant to execute estoppel certificate upon not less than 10 days written notice.

Address for Notices: None Noted

3. Location: 401 N. Wabash Avenue, Chicago, Ill.

Facility: General Office

Date of Lease: October 1, 1980

Lessor: Field Enterprises Realty Corp.

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Lessee: Peter W. Smith & Co., Inc.
Term: 10-1-85 to 9-30-87 (B)
Rent: \$16,817.00/year (B), \$34,811.00 Term of Lease (B)
Premises: Suite 521 (B)
Assignability: In the event of a sale or conveyance by Lessor of one building, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor. Security deposit may be transferred and notify tenant of such transfer. Lease shall not be affected by any such sale, and the Tenant agrees to attorn to the purchaser or assignee. Tenant to execute estoppel certificate upon 10 days written notice.

Address for Notices: None noted - Two page reader attached to Lease

Note: Guaranty dated 11/19/82 executed by Peter W. Smith attached to lease

4. Location: 401 No. Wabash Avenue, Chicago, Ill.

Facility: General Office

Date of Lease: 9-1-83

Lessor: Field Enterprises Realty Corp.

Lessee: Health Care Service Corporation

Term: 10-1-83 to 9-30-86 (B)

Rent: \$51,360.00/year (B)

Premises: Suite 535 (B)

Assignability: In the event of a sale or

conveyance by Lessor of one building, the same shall operate to release Lessor from any future liability upon any of the covenants or conditions, herein contained in favor of Lessee, and in such event Lessee agrees to look solely to the responsibility of the successor in interest of Lessor. Security deposit may be transferred. Lease shall not be affected by any such sale, and the Tenant agrees to attorn to the purchaser or assignee. Tenant to execute estoppel certificate upon 10 days written notice.

- Address for Notices: None noted
5. Location: 401 N. Wabash Avenue, Chicago, Ill.
- Facility: General Office
- Date of Lease: September 27, 1985
- Lessor: News Group Chicago, Inc.
- Lessee: Murdoch Publications
- Term: 12-1-85 to 11-30-90
- Rent: \$88,716.00 (12)
- Premises: Approximately 5,412 sq. ft. on the 7th floor plus Suite 740 [added by Amendment to Lease dated 3-__-86]
- Assignability: In the event of a sale or conveyance by Landlord of the building, the same shall operate to release Landlord from any future liability; tenant agrees to attorn to the purchaser or assignee. Security deposit may be transferred. Tenant to execute estoppel certificate upon 10 days written notice.
- Address for Notices: None noted.
- Note: Attached to the lease is a Rider and a Work Letter
6. Location: 401 No. Wabash Avenue, Chicago, Ill.

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Facility: General Office
Date of Lease: April 25, 1986
Lessor: News Group Chicago, Inc.
Lessee: M. Myers Properties, Inc.
Term: 6-1-86 to 5-31-96
Rent: \$11,746.63
Premises: 7th Floor, 401 N. Wabash Ave.
Chicago, Ill.

Assignability: In the event of a sale or conveyance by Landlord fo the building, the same shall operate to release Landlord from any future liability if such liability is assumed by purchaser; tenant agrees to attorn to the purchaser or assignee. Security deposit may be transferred. Tenant to execute estoppel certificate upon 10 days written notice.

Address for Notices: None noted

Note: There is a Rider and Work Letter attached to the lease.

7. Location: 401 N. Wabash Avenue, Chicago, Ill.

Facility: General Office use

Date of Lease: October 20, 1986

Lessor: Field Enterprises Realty Corp.

Lessee: Institute of International Education

Term: 1-1-81 to 12-31-86

Rent: \$25,116.00/year (B)

Premises: Suite 534

Assignability: None noted as to Lessor.

Address for

Notices: None noted

7A. Location: 401 N. Wabash, Chicago, Illinois

Facility: General office use

Date of Office Sublease: March 25, 1980

Sublessor: Institute of International Education

Sublessee: International Trade Club of Chicago

Term: 8-1-82 to 12-31-86 (B)

Rent: *

Premises: Suite 538

Assignability: None noted as to Lessor.

Address for Notices: None noted

Note: There is a three page Rider attached. There is a copy of letter from Edward W. Maulstrom of Isham, Lincoln & Peal dated 2-8-80 to the International Trade Club. There is also a lease summary attached to this location.

8. Location: Suite 530, 401 N. Wabash Avenue, Chicago, Ill.

Facility: General office use in conjunction with lessees activities.

Date of Lease: February 15, 1978

Lessor: Field Enterprises Realty Corporation

Lessee: Success Unlimited, Inc.

Term: 6-1-78 to 5-31-88 (B)

Rent: \$87,864.00/year (B)

Premises: Suite 530. Additional 1,773 square feet

(Suite 518) added by Addendum to Lease dated 4-26-79 - rent term of lease - \$736,680 (B)

Assignability: Silent as to Lessor

Address for

Notices:

If to lessee: Success Unlimited, Inc., attention Mr. Dwight Chapin at the leased premises.

Note:

There is a Rider attached to the lease.

9. Location: 401 N. Wabash Avenue, Chicago, Ill.

Facility: General Office

Date of Lease: September 16, 1980

Lessor: Field Enterprises Realty Corp.

Lessee: Synectics Group, Inc.

Term: 9-16-80 to 12-31-90 (B)

Rent: \$4,171.00/month

Premises: Certain portion of the 5th floor

Assignability: In the event of a sale of conveyance by Lessor, the same shall operate to release Lessor from future liability, Tenant agrees to take safety to the responsibility of the successor in interest to Lessor provided Lessor's successor agrees to assume all such obligations. Lessor may transfer security deposit to successor. The Lease shall not be affected by any such sale, and the Tenant agrees to attorn to the purchaser or assign. Tenant to execute estoppel certificate upon not less than 10 days written notice from landlord.

Address for

Notices:

Registered or certified mail to Tenant at premises.

Note:

There is a Rider attached to the

lease.

Lessor has the right to terminate this lease effective December 31 of each year beginning in 1985 and continuing through 1989, in the event of a major redevelopment of the building resulting in demolition or substantial reconstruction of the building, by providing written notice to tenant on or before February 28th of the respective year in which landlord wishes to terminate. If landlord exercises this right to terminate, landlord shall pay tenant amounts specified in paragraph d of the Rider.

Appendix C - Rules and Regulations attached to the lease.

- 10. Location: 401 N. Wabash Avenue, Chicago, Ill.
- Facility: General Office
- Date of Lease: January 14, 1986
- Lessor: News Group Chicago, Inc.
- Lessee: AM International, Inc.
- Term: 5-1-86 to 4-30-91
- Rent: \$73,464.00/year (B)
- Premises: Approximately 4,664 sq. ft. on the 5th floor
- Assignability: In the event of a sale or conveyance by Lessor of the building, the same shall operate to release lessor from any future liability and for any of the covenants or conditions, expressed or implied, herein contained in favor of tenant; and, tenant agrees to attorn to the purchaser or assignee and to look solely to the responsibility of such successor in interest. Lessor may transfer security deposit.

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Tenant shall at any time, upon not less than 10 days prior written notice from lessor, execute, acknowledge and deliver to lessor an estoppel certificate.

Address for Notices:

None noted

Note:

Appendix C - Rules and Regulations attached to contract

Rider to Lease and Work Letter attached to lease.

In the event that lessor shall propose to demolish the building, lessor has the right to terminate this lease, as of the first day of any calendar month during the term of the lease, upon written notice given to tenant not less than one year prior to the termination date.

11. Location: 401 N. Wabash Avenue, Chicago, Ill.
- Facility: General Office
- Date of Lease: June 21, 1985
- Lessor: News Group Chicago, Inc.
- Lessee: Comtrac, Inc.
- Term: 6-21-85 to 6-30-95
- Rent: \$258,156.00/year (B)
- Premises: Approximately 19,347 sq. ft. on the 6th floor
- Assignability: In the event of a sale or conveyance by Lessor of the building, the same shall operate to release lessor from any future liability and for any of the covenants or conditions, expressed or implied, herein contained in favor of tenant; and, tenant agrees to attorn to the purchaser or assignee and to look solely to the responsibility of such successor in interest. Lessor may transfer security deposit.

Tenant shall at any time, upon not less than 10 days prior written notice from lessor, execute, acknowledge and deliver to lessor an estoppel certificate.

Address for Notices: None noted.

Note: In the event that lessor shall propose to demolish the building, lessor has the right to terminate this lease, as of the first day of any calendar month during the term of the lease, upon written notice given to tenant not less than one year prior to the termination date.

Appendix C - Rules and Regulations attached to contract

Rider to Lease and Work Letter attached to lease.

- 12. Location: 407 N. Wabash Avenue, Chicago, Ill
- Facility: School of Commercial Art, Fashion and Design
- Date of Lease: March 19, 1985
- Lessor: News Group Chicago, Inc.
- Lessee: Ray College of Design, Ltd.
- Term: 7-1-85 to 6-30-95
- Rent: \$391,308.00/year (B)
- Premises: Approximately 21,500 sq. ft. on the 6th floor

Assignability: In the event of a sale or conveyance by Lessor of the building, the same shall operate to release lessor from any future liability and for any of the covenants or conditions, expressed or implied, herein contained in favor of tenant, provided the purchaser of the Building assumes such obligations; and, tenant agrees to attorn to the purchaser or assignee and to look solely to the

responsibility of such successor in interest. Lessor may transfer security deposit. /

Tenant shall at any time, upon not less than 10 days prior written notice from lessor, execute, acknowledge and deliver to lessor an estoppel certificate.

Address for Notices:

None noted.

Note:

In the event that lessor shall propose to demolish the building, lessor has the right to terminate this lease, as of the first day of any calendar month during the term of the lease, (but not sooner than July 1, 1990) or any renewal or extension of the term of this lease, whether by exercise of any renewal option contained herein or otherwise, upon written notice given to tenant not less than two years prior to the termination date.

Amendment to Lease dated January 30, 1986, term 7-1-85 to 6-30-95 \$4,287,671 rent for term of lease. (B)

13. Location: 401 N. Wabash Avenue, Chicago, Ill.
- Facility: General office space
- Date of Lease: Letter agreement dated July 1, 1984
- Lessor: News Group Chicago, Inc.
- Lessee: Copley News Service
- Term: Month-to-month beginning 7-1-84
- Rent: \$500/month
- Premises: Approximately 100 sq. ft. of space on th 4th floor
- Assignability: None noted
- Address for Notices: None noted

Note: Tenant shall at any time, upon not less than 10 days prior written notice from lessor, execute, acknowledge and deliver to lessor an estoppel certificate.

Attached to the letter is Appendix A - Rules & Regulations.

Letter was agreed to and accepted on August 26, 1984.

14. Location: 2315 and 2241 N. Elston Avenue, Chicago.

Facility: Retail/wholesale catalogue and mail order sales.

Date of Lease: Extension Agreement 5-10-85 [Note: Extension Agreement extends term of lease, all terms and conditions of the 1-1-82 lease remain in full force and effect.]

Lessor: News Group Chicago, Inc.

Lessee: Lands' End Yacht Stores, Inc.

Term: 2-1-85 to 1-31-88

Rent: \$1,222.37/month

Premises: Building #5 Southwesterly portion of building #3 - 2315 and 2241 N. Elston

Assignability: None noted as to Lessor

Address for Notices: Notices or demands to Tenant by registered or certified mail, addressed to Tenant at Premises

Note: Tenant agrees to execute an Estoppel Certificate within 10 days written notice

15. Location: 2241 N. Elston Avenue and 2315 N. Elston Avenue, Chicago, Ill.

Facilities: Manufacture, sale and repair of sales and activities incidental thereto

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Date of Lease: Extension Agreement 9-20-85 (Note: Extension Agreement extends terms of lease, all terms and conditions of the 12-1-81 lease remain in full force and effect (B).)

Lessor: News Group Chicago, Inc.

Lessee: Murphy & Nye, Inc.

Term: 12-1-85 to 11-30-86

Rent: \$18,672.00/year

Premises: Building #3

Assignability: In the event that News Group Chicago, Inc. shall sell the premises in which the demised premises, which is the subject of this agreement is located, News Group shall have the right, without the consent of Murphy and Nye, Inc. to assign and transfer this lease as hereby extended and the rights thereunder to such purchaser, and upon such assignment and transfer, Field shall be released of all further liability hereunder.

Address for Notices: None noted

Note: Tenant agrees to execute Estoppel Certificate upon 10 days written notice

16. Location: 2265 N. Elston Avenue, Chicago, Illinois

Facility: Office and related product warehouse/distribution purposes

Date of Amendment of Lease: October 28, 1985

Lessor: News Group Chicago, Inc.

Lessee: World Book, Inc.

Term: Extended from 1-1-86 to 12-31-90

Rent: \$143,120.00/year

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Premises: Portion of building located and commonly known as 2265 N. Elston Avenue

Assignability: None noted as to Lessor

Address for
Notices: Notices to Tenant by certified or registered mail at premises. [Note: Tenant to execute Estoppel Certificate upon 10 days written notice.]

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