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ASSIGNMENT AND ASSUMPTION
OF LESSOR'S INTEREST IN LEASES

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THIS INSTRUMENT, made and delivered this 10th day of JULY, 1987, by MIDWEST BANK AND TRUST COMPANY, not personally, but solely as Trustee under that certain Trust Agreement dated December 9, 1983 and known as Trust No. 83124294 ("Assignor"), to PIONEER BANK & TRUST COMPANY, as Trustee under Trust Agreement dated July 7, 1987 and known as Trust Number 24856 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner of the real property commonly known as 7217-49 West Lake Street, River Forest, Illinois (the "Property") legally described in Exhibit "A" attached hereto;

WHEREAS, prior to the date hereof, Assignor has executed or has caused to be executed the leases ("the Leases") described in Exhibit "B" attached hereto;

WHEREAS, as of the date hereof, Assignor has caused to be sold and conveyed to Assignee legal interest in and to the Property, and Assignor desires hereby to transfer and assign to Assignee all right, title and interest of Assignor as lessor in and to the Leases; and

WHEREAS, the Assignee intends to expressly accept and assume all of the terms and covenants in the Leases contained, on the part of the Assignor therein to be kept and performed after the date hereof, and intends to covenant and undertake to become bound to comply therewith, and expressly binds itself, its successors and assigns, and intends to comply with all such terms and covenants which arise after the date hereof.

NOW, THEREFORE, for value received and in consideration of the above recitals and Assignee's purchase of the Property, the parties hereto agree as follows:

1. Assignor does hereby grant, convey, transfer and assign to Assignee, its successors and assigns, the Leases and all of the right, title and interest of Assignor as landlord under the Leases, including any and all security deposits listed on Exhibit "B" attached hereto, except that Assignor reserves all rights to monies payable by tenants for the period prior to the date hereof. Assignor hereby warrants that the Leases are in full force and effect and, to the best of Assignor's knowledge, free of default by any party thereto unless otherwise noted on Exhibit "B," and that all information contained in Exhibit "B" is, to the best of Assignor's knowledge, true and accurate.

2. In consideration of, and as a condition of the foregoing Assignment, Assignee hereby expressly accepts all of

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the terms and covenants in the Leases contained, on the part of the Assignor therein to be kept and performed after the date hereof, and hereby covenants and undertakes to become bound to comply therewith, and hereby expressly binds itself, its successors and assigns, to comply with all of the terms and covenants which arise after the date hereof, and agrees that Assignor shall have no further liability with respect to any security deposits to the extent Assignor has delivered such deposits to Assignee.

3. Assignee hereby agrees to indemnify, protect and hold harmless Assignor from any and all liabilities, expenses, claims or costs, including attorneys' fees and court costs that may be incurred as a result of the failure of Assignee to perform the obligations and satisfy the terms of the Leases, which obligations have been expressly assumed by Assignee.

This instrument is executed by MIDWEST BANK AND TRUST COMPANY, not personally, but solely as Trustee as aforesaid. All of the covenants and obligations to be performed hereunder by MIDWEST BANK AND TRUST COMPANY are undertaken by it solely as Trustee as aforesaid and not individually, and no personal liability shall be asserted or enforceable against MIDWEST BANK AND TRUST COMPANY or the beneficiary of Trust No. 83124294 by reason of any of the covenants, statements, representations or warranties herein contained.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Lessor's Interest in Leases to be executed by their duly authorized representatives as of the date first above written.

MIDWEST BANK AND TRUST COMPANY,
as Trustee under Trust Agreement
dated December 9, 1985 and known
as Trust No. 83124294

By: _____
Title: _____

PIONEER BANK & TRUST COMPANY, as
Trustee under Trust Agreement dated
July 7, 1987 and known as Trust
Number 24856

SEE RIDER ATTACHED HERETO AND BY THIS
By: REFERENCE MADE A PART HEREOF
Vice President

ATTEST:

Assistant Secretary

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STATE OF ILLINOIS)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1987 by _____
_____, Vice President, and
_____, Secretary of
MIDWEST BANK AND TRUST COMPANY, not personally, but solely on
behalf of said Bank as aforesaid.

Notary Public

MY COMMISSION EXPIRES:

STATE OF ILLINOIS)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this
____ day of _____, 1987 by _____
Vice President, and
_____, Secretary of PIONEER BANK & TRUST COMPANY,
not personally but as Trustee under Trust Agreement dated July 7,
1987 and known as Trust Number 24856.

Notary Public

MY COMMISSION EXPIRES:

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LESSOR'S INTEREST IN LEASES

THIS ASSIGNMENT & ASSUMPTION OF _____ is executed by the PIONEER BANK & TRUST COMPANY, not personally, but as Trustee under Trust Agreement dated July 7, 1987 and known as Trust No. 24856 in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said principal note or obligation contained shall be construed as creating any liability on the said mortgagor, or on the PIONEER BANK & TRUST COMPANY, personally to pay the said obligation or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein or in said obligation contained, all such liability, if any, being expressly waived by said mortgage and by every person now or hereafter claiming any right or security thereunder.

IN WITNESS WHEREOF, the PIONEER BANK & TRUST COMPANY, not personally, but, as Trustee as aforesaid, has caused there presents to be signed by its Assistant Vice President/Trust Officer and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 15th day of July, A. D., 1987.

PIONEER BANK & TRUST COMPANY

By: Phillip J. Polmar
Assistant Vice President/Trust Officer

Attest: [Signature]
Assistant Secretary

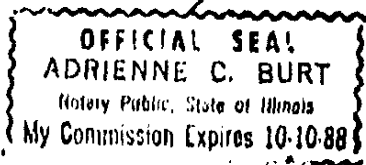
STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Assistant Vice President/Trust Officer of the PIONEER BANK & TRUST COMPANY, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President/Trust Officer 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 Corporation 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 Corporation, caused the corporate seal of said Corporation 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 Corporation for the uses and purposes therein set forth,

Given under my hand and Notarial Seal this 15th day of July, 1987.

MAIL TO: Rudnick & Wolfe
PREPARED BY: 307 S. LaSalle St
Suite 2500
Chgo. Ill 60602
Attn: Jane Helen Essee, Esq.

Adrienne C. Burt
Notary Public



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LOTS 8, 9, 10 AND 11 AND THE WEST 1/3 OF LOT 7 IN BLOCK 1, IN HARLEM, BEING QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, NORTH OF RAILROAD AND SOUTH OF LAKE STREET, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LEASEHOLD ESTATE CREATED BY LEASE FROM LUCILLE MARTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1935, LESSOR, TO CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 13, 1937 AND KNOWN AS TRUST NUMBER 31841, LESSEE, SAID LEASE DATED SEPTEMBER 1, 1937 AND RECORDED SEPTEMBER 16, 1937 AS DOCUMENT 12054983, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING SEPTEMBER 1, 1937 FOR A TERM OF 29 YEARS, TO WIT:

THAT PART OF THE WEST 2/3RDS OF LOT 6 AND THE EAST 2/3RDS OF LOT 7 IN BLOCK 1 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 AND LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM

ALSO ALL THAT PART OF LOT 1 IN SCHLUND'S SUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE BEGINNING ON THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 25 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1 FOR A DISTANCE OF 6 FEET; THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

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PARCEL 3: All BAO

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN WIEBOLDT STOKES, INC., A CORPORATION OF ILLINOIS, AND LUCILLE MARTIN, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 7, 1935 AND HER SUCCESSORS AND ASSIGNS, DATED SEPTEMBER 20, 1936 AND RECORDED OCTOBER 3, 1936 AS DOCUMENT 1189061 AND RE-RECORDED AS DOCUMENT 11894674 FOR THE PURPOSE OF A DRIVEWAY FOR TRUCKS AND DELIVERY CARS, OVER THE FOLLOWING DESCRIBED PROPERTY: OVER THAT PART OF THE LAND WHICH LIES NORTH OF A LINE 90 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID LOT 1 AND LOTS 6 AND 7 HEREINAFTER DESCRIBED AS FOLLOWS: THAT PART OF LOT 1 (EXCEPT THE EAST 16 FEET THEREOF) IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4 AND 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN HARLEM, QUICK'S SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN RIVER FOREST, COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE

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BEGINNING AT THE EAST LINE OF AND AT A POINT 74 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1; THENCE IN A WESTERLY DIRECTION PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 25 FEET; THENCE IN A SOUTHERLY DIRECTION PARALLEL WITH THE EAST LINE OF SAID LOT 1, FOR A DISTANCE OF 6 FEET; THENCE IN A WESTERLY DIRECTION TO A POINT ON THE WEST LINE OF AND 80 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, IN COOK COUNTY, ILLINOIS;

ALSO OVER THAT PART OF THE WEST 2/3 OF LOT 6 AND THE EAST 2/3 OF LOT 7 IN HARLEM, SAID HARLEM BEING A SUBDIVISION BY JOHN S. QUICK OF A PART OF THE NORTH EAST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE 80 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID LOTS 6 AND 7 AND LYING EAST OF A LINE 80 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF LOT 1 IN SCHLUND'S RESUBDIVISION OF LOTS 1, 2, 3, 4, 5 AND THE EAST 1/3 OF LOT 6 IN BLOCK 1 IN SAID HARLEM, IN COOK COUNTY, ILLINOIS.

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