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## ASSIGNMENT OF RENTS AND LEASES (200 W. Monroe)

THIS ASSIGNMENT of Rents and Leases ("Assignment", is made this 23 day of December, 1986, by and between: CHICAGO TITLE AND TRUST COMPANY, not individually, but as Trustee under Trust Agreement dated September 30, 1970 and known as Trust No. 56000 ("CT&T") EQUITEC 82 REAL ESTATE INVESTORS, a California limited partnership ("Equitec") being the sole beneficiary of CT&T (CT&T and Equitec are hereinafter collectively referred to as "Assignor") and CONNECTICUT GENERAL LIFE INSURANCE COMPANY, c/o CIGNA INVESTMENTS, INC., 900 Cottage Grove Road, Bloomfield, Connecticut 06002 ("Assignee").

### WITNESSETH:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of Assignor in, to and under all leases affecting the Premises described on Exhibit "A" attached hereto and made a part hereof (the "Premises") or any part thereof, now existing or which may be executed by any lessor at any time in the future during the existence of this Assignment, and all guarantees,

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THIS INSTRUMENT WAS PREPARED BY  
AND AFTER RECORDING RETURN TO:  
GERALD GREENFIELD  
MICHAEL Z. MARGOLIES  
JENNER & BLOCK  
ONE IBM PLAZA  
CHICAGO, ILLINOIS 60611

BOX 555-HV

Street Address of the Property:

200 West Monroe Street  
Chicago, Illinois

Permanent Tax Identification  
Nos. 17-16-202-020-0000 A-6  
17-16-202-021-0000 A-12 (Sub.)

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amendments, extensions and renewals of said leases and any of them (all of which are hereinafter called the "Leases"), and all rents, income, security deposits and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

A. The payment of the indebtedness of Assignor (including any extensions or renewals thereof) evidenced by a Note of Assignor of even date herewith in the principal sum of FIFTY MILLION and NO/100 dollars (\$50,000,000.00) (the "Note"), and secured by a certain Mortgage and Security Agreement (the "Mortgage") of even date herewith encumbering the Premises;

B. The payment of any other indebtedness or liability of Assignor to Assignee relating to the Premises, now or hereafter arising;

C. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

D. The performance and discharge of each and every term, covenant and condition of Assignor contained in the Note, Mortgage and any other instrument constituting security for the Note.

Equitec warrants, covenants, and agrees and QT&T represents, covenants and agrees, with Assignee as follows:

1. That the sole ownership of the entire Lessor's interest in the Leases is vested in Assignor, that Assignor has not performed, and shall not perform any acts or execute any other instruments which might prevent Assignee from

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fully exercising its rights under any of the terms, covenants and conditions of this Assignment, and that Assignor has not executed and shall not execute any other assignment of any of the Leases or the rents, income, security deposits or profits accruing from the Premises except as may be expressly permitted by the terms of the Mortgage.

2. That those Leases listed on the Schedule of Leases, attached hereto as Exhibit "B" and made a part hereof, are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3. That there are no leases of the Premises except those listed on the Schedule of Leases.

4. That none of the Leases shall be altered, modified, amended, terminated, cancelled or surrendered nor shall any term or condition thereof be waived without the prior written approval of the Assignee except as expressly permitted by the terms of the Mortgage.

5. That to the best knowledge of Assignor, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

6. That Assignor shall give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of the Assignor together with a complete copy of any such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of any interest of lessor and any lessee under any of the Leases.

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- the Note (which notice is hereafter called the "Notice"), any other instrument constituting additional security for under the terms and conditions of the Note, the Mortgage or hereunder and any applicable grace or cure period has expired, sent to the Assignor in writing that a default has accrued dately. Notwithstanding the foregoing, until notice is This Assignment is absolute and is effective immediate parties further agree as follows:
- The parties further agree that assignments shall from time to time deliver at the request of Assignee all such further assignments and assignments as Assignee shall time to require or deem necessary.
12. That Assignee shall and does hereby assign upon all or any part of the premises, and shall execute and transfer to the Assignee any and all subsequent leases and transfer to the Assignee any and all premises by the terms of the Mortgage.
11. That Assignor shall note, without the prior written consent of Assignee, enter into any other leases of all or any part of the Premises except as expressly permitted by the terms of the Mortgage.
10. That Assignor will fulfill or perform each and every condition and covenant of each of the leases by lessor to be fulfilled or performed; and Assignor shall, at the sole cost and expense of Assignor, enforce, short of termination of any lease without Assignee's consent, the condition of all such leases by the lessee(s) to be performed or observed.
9. That no rent has been or shall be prepaid or collected for more than one month in advance.
- Mortgage except as expressly permitted by the terms of the Mortgage become subordinate to any Lien other than the Lien of the Mortgage.
8. That Assignor will not permit any lease to beCOME subordinate to any Lien other than the Lien of the Mortgage.

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Premises, and at Assignee's direction to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed by Assignor to pay any and all amounts due Assignor pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly retained of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Assignee hereby vests with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this assignment and to collect the rents, income and profits as-  
signed hereunder, including the right of Assignee or its de-  
signee to enter upon the Premises, or any part thereof and  
take possession of all or any part of the Premises together  
with all personal property, fixtures, documents, books,  
records, papers and accounts of Assignor, or such portions  
thereof that relate exclusively thereto, and may exclude the  
Assignor, its agents, and servants, wholly therefore.  
Assignee hereby grants full power and authority to Assignee  
to exercise all rights, privileges and powers herein granted  
at any and all times after service of the Notice, without  
further notice to Assignor, with full power to use and apply  
all of the rents and other income herein assigned to the  
payment of the costs of managing and operating the Premises  
and of any indebtedness or liability of Assignor to Assignee,  
including but not limited to the payment of taxes, special  
assessments, insurance premiums, damage claims, the costs of

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of any of the Leases, or for any waste of the Premises by  
Liable for the performance of any of the terms and conditions  
defined in the Note), nor shall it operate to make Assignee  
Assignee under the Mortgage or the Security Documents, as  
the Premises where not inconsistent with the rights of  
control, care, management and repair obligations relating to  
parts thereof, upon Assignee (and Assignor shall retain such  
control, care, management or repair of the Premises, or  
ment shall not operate to place responsibility for the  
of the Leases. It is further understood that this Assignment  
any of the terms, covenants or agreements contained in any  
terms or undertakings on its part to perform or discharge  
asserted against Assignee by reason of any alleged obliga-  
tion any and all claims and demands whatsoever which may be  
by it under the Leases or by reason of this Assignment, and  
reasonable attorney's fees, which may or might be incurred  
control of the Premises, including, without limitation,  
occurring prior to the date Assignee takes possession and  
any liability, loss or damage arising from acts or omissions  
agrees to indemnify Assignee and to hold it harmless from  
and agreements of Assignor in the Leases. Assignor hereby  
carriage with or arising or growing out of the covenants  
Leases and does not assume any of the liabilities in  
carry out any of the obligations of the lessor under any of  
rights or claims assigned to it hereunder or to perform or  
under no obligation to exercise or prosecute any of the  
in such order as Assignee may determine; Assignee shall be  
from Assignor to Assignee on the Note and the Mortgage, all  
this Assignment, and of principal and interest payments due  
nleys, fees incurred in connection with the enforcement of  
ments on the Premises or of making the same rentable, attor-  
maintenance, repairing, repairing and restoring the improve-.

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any Lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any Lessee, licensee, employee or stranger. Any Lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or death to any Lessee, licensee, employee or stranger. Waiver of or acquiescence of Assignee in any default by the Assignor, or failure of the Assignee in any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default not constituting a material or similar or dissimilar. Assignments are cumulative and are not in lieu of, but are in addition to any person or circumstances, shall, to any extent, therefore to any person or circumstances, or the application of any term of this Assignment, or the application of any term of this Assignment, if any term of this Assignment, or the application of any term of this Assignment, be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee may have under the Note, the Mortgage or any other instrument constituting security for the Note, or at law or in equity. If any term of this Assignment, or the application of any term of this Assignment, is invalid or unenforceable, the remainder of this Assignment shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

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The terms "Assignor" and "Assignee," shall be construed to include the heirs, personal representatives, successors and assigns therefore. The gender and number used in this assignment are used as a reference term only and shall apply with the same effect whether the parties are of

second business day following the date such notice is deposited giving of any Notice hereunder shall commence upon the may request in writing. Any time period provided in the case of Assignor, or to such other address as a party street, Chicago, Illinois 60602, Attention: Paul Homer, in Linguist with a copy to Rudnick & Wolfe, 30 North Lasalle Street, Oakland, California 94614, Attention: Gerald Properties Company, One and Executive Center, 7677 Oakport Estate Group S-215A in the case of Assignee, to Equitec Attention: Investment Law Department, Mortgage and Real with a copy to CIGNA Corporation, Hartford, Connecticut 06152 President Real Estate Asset Management Administration (S-311) partners hereto, addressed to the attention of the Vice recipient requested, to the above described addresses of the mailed postage prepaid, certified or registered mail, return mail shall be sufficient and shall be deemed served if all notices to be given pursuant to this Assignment to the indebtedness secured hereby.

that term is defined in the Note) to the Assignor and added shall be chargeable with interest at the Default Rate (as behalf of the Assignor and any monies expended in so doing be obligated so to do, perform any lease covenant for and on Assignee may, at its option, although it shall not satisfaction of such indebtedness without prejudice to any of its rights hereunder.

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Trustee as aforesaid in the exercise of the power and autho-  
rity conferred upon and vested in its as such Trustee (and  
said Chicago Title and Trust Company hereby warrants that it  
possesses full power and authority to execute this instru-  
ment), and it is expressly understood and agreed that nothing  
herein or in the Note contained shall be construed as creat-  
ing any liability on said Trustee or on said Chicago Title  
and Trust Company (or on Equitable or its constituent partners,  
except as provided in the Personal Liability Agreement)  
personally to pay the Note or any interest that may accrue  
thereon, or any indebtedness accruing hereunder, or to  
perpetrum any covenant either express or implied herein con-  
cerned, or any right or security hereunder, and that so far as said  
by Assignee and by every person now or hereafter claiming  
tained, all such liability, if any, being expressly waived  
Trustee and said Chicago Title and Trust Company personally  
are concerned the legal holder or holders of the Note and  
the owner or owners of any indebtedness accruing hereunder  
shall look solely to the remises for the payment thereof,  
by the enforcement of the assignment hereby created, in the  
manner herein and in the Note provided, by action to enforce  
the lien of the Mortgage, by action against any other security  
given at any time to secure the payment of the Note and by  
action to enforce the personal liability of the guarantor,  
if any.

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COOK COUNTY, ILLINOIS  
FILED FOR RECORD

COOK COUNTY, ILLINOIS

By:

*Its duly authorized agent*  
*John C. Edwards*

By:  
~~CITIZNA INVESTMENTS INC.~~

CONNECCTICUT GENERAL LIFE  
INSURANCE COMPANY, a Connecticut  
corporation

ASSIGNEE:

Its Secretary

ATTEST:

By:

*John C. Edwards*  
By:  
~~EQUITABLE FINANCIAL GROUP, INC.~~

EQUITABLE 82 REAL ESTATE  
INVESTORS, a California Limited  
Partnership

IN WITNESS WHEREOF Title and Trust Company, not personally but as Trustee as above-named, has caused this instrument to be signed by its Assistant Vice-President, and is otherwise attested by its Assistant Secretary, the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY,  
not individually but as Trustee of  
Trust 56000

ASSIGNEE:

above written.

this instrument to be signed and sealed as of the date first

IN WITNESS WHEREOF, the said Assignor has caused

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MY COMMISSION EXPIRES:

NOTARY PUBLIC

day of December, A.D., 1986.

GIVEN under my hand and Notarial Seal this  
Trustee for the uses and purposes herein set forth.  
act and as the free and voluntary act of said Corporation as  
said Seal to said instrument as his own free and voluntary  
as custodian of the Seal of said Corporation he did effect  
secretary then and there acknowledged that  
for the uses and purposes herein set forth; and the said  
the free and voluntary act of said Corporation as Trustee  
said instrument as their own free and voluntary act and as  
person and acknowledged that they signed and delivered the  
secretary, respectively, appeared before me this day in  
instrument as such President and  
same persons whose names are subscribed to the foregoing  
said Corporation, who are personally known to me to be the  
Company and Secretary of  
President of Chicago Title and Trust  
said County, in the state aforesaid, DO HEREBY CERTIFY, that  
I, \_\_\_\_\_, a Notary Public in and for

COUNTY OF COOK )  
STATE OF ILLINOIS )  
) SS:

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My Commission Expires:

*Michael S. Maginis*  
Notary Public

Given under my hand and Notarial Seal this 2<sup>nd</sup> day of December A.D., 1986.

For the uses and purposes herein set forth,

to be delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation

before me this day in person and acknowledged that he signed  
and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation

for foregoing instrument as such *authentic agent*, appeared  
to be the same person whose name is subscribed to the  
same, a Notary Public, who is personally known to me  
that Neil Salowitz, *authentic agent* of *Conniechicun General Life Insurance*,  
for said County, in the state aforesaid, DO HEREBY CERTIFY,

I, *Michael S. Maginis*, a Notary Public in and

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

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Lot 6 in Block 94 and Lots 1 through 7 and the private Alley West of and adjoining in the subdivision of Lot 5 in Block 94, All in School Trustees' Subdivision to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

## LEGAL DESCRIPTION

EXHIBIT A

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### Schedule of Leases

EXHIBIT B

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REASER, MAY 14, 1975; DATE OF AMENDMENT, NOVEMBER 13, 1975  
TENANT: AMERICAN EXPRESS COMPANY, FLOOR 13; ROOM NUMBER, 1301  
DATE OF LEASE, MAY 7, 1975; DATE OF AMENDMENT, NOVEMBER 13, 1975  
AMENDMENTS, AUGUST 15, 1978 AND FEBRUARY 22, 1980  
NUMBERS, 1110 AND 1200; DATE OF LEASE, MAY 31, 1973; DATE OF  
TENANT: COMBUSTION ENGINEERING, INC.; FLOORS 11 AND 12; ROOM NUMBERS, 1110 AND 1200;  
AMENDMENTS, AUGUST 15, 1978 AND FEBRUARY 22, 1980  
C., NOVEMBER 20, 1980  
HILL, MATIGANAL, APRIL 10, 1981; DATE OF LEASE, MARCH 30, 1981  
E., INC.; FLOOR 11; ROOM NUMBER, 1108; DATE OF LEASE,  
EXECUTIVE BUSINESS CENTRE, SUBLEASES TO COMMUNITIES  
SEPTEMBER 16, 1977; DATE OF AMENDMENTS, AUGUST 8, 1979 AND SEPTEMBER 16, 1977;  
COMPANY, INC.; FLOOR 11; ROOM NUMBER, 1106; DATE OF LEASE, NOVEMBER 11, 1977  
TENANT: EXECUTIVE BUSINESS CENTRE, SUBLEASES TO JONES & CO.,  
ROOM NUMBER, 1104; DATES OF LEASE, FEBRUARY 1, 1974  
TENANT: RADFORD SECURITY SERVICES PROCESSING SERVICES, INC.; FLOOR 11;  
DATE OF LEASE, DECEMBER 21, 1973  
TENANT: DOUG JONES AND COMPANY, INC.; FLOOR 11; ROOM NUMBER, 1102;  
JULY 3, 1979 AND MAY 27, 1982  
TENANT: NATIONAL SURVEY CORPORATION, FLOOR 10; (OPTION) PAGE 1;  
DATE OF LEASE, MARCH 1, 1974; DATE OF AMENDMENTS, NOVEMBER 13, 1974  
TENANT: NATIONAL SURVEY CORPORATION, FLOOR 10; (OPTION) PAGE 1;  
26, 1973; DATE OF AMENDMENTS, MAY 16, 1974 AND JUNE 23, 1975  
GENERAL; FLOOR 10; ROOM NUMBER 1000; DATE OF LEASE, SEPTEMBER  
TENANT: KERA STEAMSHIP COMPANY, INC.; SUBLEASED SPACE TO DATE  
JULY 3, 1979 AND MAY 27, 1982  
OF 10; DATE OF LEASE, MARCH 1, 1974; DATE OF AMENDMENTS, NOVEMBER 13, 1974  
TENANT: NATIONAL SURVEY CORPORATION; FLOORS, 6, 7, 8 AND 9; DATE  
NUMBERS 510-511; DATE OF LEASE, JANUARY 5, 1976  
TENANT: METROPOLITAN LIFE INSURANCE COMPANY; FLOOR 9;  
LEASE, MAY 14, 1981  
TENANT: CENTRAL NATIONAL BANK; FLOOR 9; ROOM NUMBER 519; DATE  
JULY 2, 1975; DATE OF AMENDMENTS, MARCH 24, 1975  
TENANT: CAPPUS-SERV, INC.; FLOOR 9; ROOM 507; DATE OF  
LEASE, MAY 14, 1981  
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DATE, SEPTEMBER 27, 1982; LICENSEE, BIAUCHE & COMPANY; OFFICE NUMBER 17

DATE, NOVEMBER 18, 1982; LICENSEE, BELFOR CO. SMALL, INC.; OFFICE NUMBER 16

DATE, DECEMBER 22, 1982; LICENSEE, KEMPER ASSOCIATES; OFFICE NUMBER 13

DATE, MARCH 23, 1983; LICENSEE, INSURANCE SYSTEMS OF AMERICA; OFFICE NUMBER 11

DATE, MARCH 1, 1983; LICENSEE, NORTHWESTERN FUNDING CORPORATION; OFFICE NUMBER 9

DATE, AUGUST 4, 1982; LICENSEE, SECURITIES RESEARCH MANAGEMENT; OFFICE NUMBER 8

DATE, DECEMBER 15, 1982; LICENSEE, VALUE ADDED SYSTEMS GROUP; OFFICE NUMBER 7

DATE, DECEMBER 15, 1982; LICENSEE, GOLF SMITH; OFFICE NUMBER 6

DATE, SEPTEMBER 21, 1982; LICENSEE, INTECUM, INC.; OFFICE NUMBER 5

DATE, SEPTEMBER 21, 1982; LICENSEE, INTECUM, INC.; OFFICE NUMBER 4

DATE, APRIL 27, 1982; LICENSEE, HALLOWAY & CO., REAL ESTATE; OFFICE NUMBER 2

DATE, DECEMBER 15, 1982; LICENSEE, DESIGN BUSINESS PARTNERS, INC.; OFFICE NUMBER 1

DATE, DECEMBER 15, 1982; LICENSEE, SEPTEMBER 30, 1975.

TENANT: LEON M. CULLING & ASSOCIATES; FLOOR 23; ROOM #1282, 7F AMENAGEMENTS, AUGUST 11, 1975 AND DECEMBER 16, 1975

FLOOR 23; ROOM NUMBER 2300; DATE OF LEASED, MARCH 25, 1975; OWNER: NADARZAK, INC. INDUSTRIAL, INCORPORATED, GIFTIN & HELLER, DIVISION

NADARZAK 16, 1974; DATE OF AMENAGEMENTS, OCTOBER 14, 1974;

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NAME NUMBER 19  
DATE SEPTEMBER 26, 1992; LICENSEE, PSM INSURANCE SYSTEMS OF AMERICA,  
INC.; OFFICE NUMBER 15  
NAME NUMBER 20  
DATE DECEMBER 22, 1992; LICENSEE, PSM INTERNATIONAL; OFFICE  
NUMBER 20  
NAME NUMBER 21  
DATE DECEMBER 22, 1992; LICENSEE, PSM INTERNATIONAL; OFFICE  
NUMBER 21  
NAME NUMBER 22  
DATE MARCH 24, 1982; LICENSEE, INSURANCE SYSTEMS OF AMERICA,  
INC.; OFFICE NUMBER 13  
NAME NUMBER 23  
DATE NOVEMBER 1, 1992; LICENSEE, PSM INTERNATIONAL, INC.; OFFICE  
NUMBER 23  
NAME NUMBER 24  
DATE FEBRUARY 28, 1993; LICENSEE, GEORGES SCHENCK; OFFICES  
NUMBER 24  
NAME NUMBER 25  
DATE NOVEMBER 1, 1992; LICENSEE, DB INTERNATIONAL, INC.; OFFICE  
NUMBER 25  
NAME NUMBER 26  
DATE APRIL 26, 1993; LICENSEE, KCS & ASSOCIATES; OFFICE NUMBER  
26;  
NAME NUMBER 27  
DATE NOVEMBER 1, 1992; LICENSEE, DB INTERNATIONAL, INC.; OFFICE  
NUMBER 27  
NAME NUMBER 28  
DATE NOVEMBER 10, 1976; ENHANCED METROPOLITAN LIFE INSURANCE,  
COMPANY PART OF STYLFLOUR FOR A TERM OF 10 YEARS COMMENCING MAY  
22, 1972 ENDING  
NAME NUMBER 29  
DATE MAY 22, 1972 TENANT CERIAL NATIONAL BANK IN CHICAGO, IL  
FOR A TERM OF YEARS COMMENCING MAY 22, 1972 ENDING

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