

UNOFFICIAL COPY

0002/10019

87216902 9 878 87301058

15⁰⁰

This is to be re-recorded for incorrect signature block on p. 3 of the document recorded as Document No. 87216903 and to combine the counterparts recorded as

ASSUMPTION OF PARKING RELOCATION AGREEMENT AND INDEMNITY AGREEMENT

Document Nos. 87216902 and 87216903.
Prepared By: Ilese S. Meltzer, Rudnick & Wolfe
50 N. LaSalle St.
Suite 2600
Chicago, IL 60602

THIS ASSUMPTION OF PARKING RELOCATION AGREEMENT AND INDEMNITY AGREEMENT (the "Agreement") is executed as of the 10th day of April, 1987, by and between ROSEMONT-GAGE ASSOCIATES, an Illinois limited partnership (hereinafter referred to as the "Partnership"), and FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership (hereinafter referred to as "FRA").

WHEREAS, reference is hereby made to that certain Assignment and Assumption of Parking Relocation Agreement dated December 29, 1986, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 5, 1987, as Document No. 87003467 (the "Assignment") by which Chicago Title and Trust Company, as Trustee under Trust Agreement dated December 29, 1978 and known as Trust No. 1073466 has assigned all of its right, title and interest in, to and under that certain Parking Relocation Agreement dated December 29, 1986, recorded in the Office of the Recorder of Deeds of Cook County, Illinois on January 5, 1987, as Document No. 87003466 and registered with the Registrar of Titles of Cook County, Illinois on December 31, 1986, as Document No. LR 3580179 (the "Parking Relocation Agreement") to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 12, 1986, and known as Trust No. 100842-00 ("the ANB Trust"); and

WHEREAS, Rosemont-O'Hare Associates, an Illinois limited partnership ("ROA") being the then owner of the beneficial interest in the ANB Trust assumed all of the obligations of PBKA Venture, as defined in the Parking Relocation Agreement, under Paragraph 1(g) of said agreement; and

WHEREAS, the partners of ROA and the partners of Gage Street Associates, an Illinois limited partnership ("GSA"), formed the Partnership pursuant to that certain Agreement and Certificate of Limited Partnership of Rosemont-Gage Associates (the "Partnership Agreement") dated of even date herewith, to which ROA and GSA each contributed certain real property located in the Village of Rosemont, Cook County, Illinois (the "Project"); and

This Document Prepared by and Mail to:

Ilese S. Meltzer, Esq.
Rudnick & Wolfe
30 N. LaSalle Street
Suite 2600

Chicago, Illinois 60602 1987 APR 26 PM 2:40

12-04-402-053

054
055
056

H-B-O

J.K.

87216902

87301058

87216902

70-99-1662 D1

Box 416 HU.

UNOFFICIAL COPY

0002/10019

3 3 2 1 6 9 0 2

WHEREAS, to facilitate the transaction contemplated under the Partnership Agreement, the Partnership agreed to assume all the obligations of ROA under the Parking Relocation Agreement and to indemnify ROA therefor; and

WHEREAS, the partners of the Partnership and the partners of CIIF Associates, a Massachusetts general partnership, formed FRA pursuant to that certain Fifield-Rosemont Associates General Partnership Agreement dated of even date herewith (the "Joint Venture Agreement") for the development, operation and management of the Project (as that term is defined in the Joint Venture Agreement); and

WHEREAS, to facilitate the transaction contemplated under the Joint Venture Agreement, FRA, being the current beneficiary under ANB Trust No. 100842-00, desires to assume all of the obligations of the Partnership under the Parking Relocation Agreement and to indemnify the Partnership therefor.

NOW, THEREFORE, intending to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FRA and the Partnership hereby agree as follows:

1. Recitals. The recitals set forth above are incorporated herein as the agreement and understanding of the parties.

2. Assumption and Release by FRA. FRA hereby assumes all of the obligations of the Partnership under the Parking Relocation Agreement and agrees to indemnify and hold the Partnership harmless from and against any and all loss, cost, liability or expense (including reasonable attorneys' fees) incurred thereunder or in connection therewith.

3. No Personal Liability. It is understood and agreed that neither the partners of FRA nor any of the partners of any partner of FRA shall have any personal liability hereunder and that any recourse against FRA shall be limited to the assets of FRA and not the assets of any partner of FRA or any partner of any partner of FRA. A negative capital account of any such partner shall not be deemed to be an asset of FRA.

87301058

87216902

IN WITNESS WHEREOF, this Assumption and Release Agreement is executed by the undersigned as of the date first above written.

ROSEMONT-GAGE ASSOCIATES, an Illinois limited partnership, a general partner

By: Field Rosemont Corp., an Illinois Corporation, its general partner
Companies, Ltd.

By: *[Signature]*
Its: _____

ATTEST: _____
Its: _____

FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership, a general partner

By: CUE ASSOCIATES, a Massachusetts general partnership, a general partner

By: CUDLEY ADVISORS, INC., a Massachusetts corporation

By: _____
Its: _____

ATTEST: _____
Its: _____

By: ROSEMONT-GAGE ASSOCIATES, an Illinois limited partnership

By: FIFIELD COMPANIES, LTD., an Illinois limited partnership, its general partner

By: *[Signature]*
a general partner

ATTEST: _____
Its: _____

87301058

87216902

9: 5 3

IN WITNESS WHEREOF, this Assumption and Release Agreement is executed by the undersigned as of the date first above written.

ROSEMONT-GAGE ASSOCIATES, an Illinois limited partnership, a general partner

By: Fifield Rosemont Corp., an Illinois Corporation, its general partner

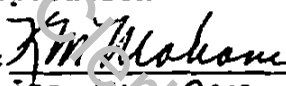
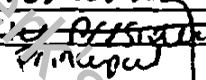
By: _____
Its: _____

ATTEST: _____
Its: _____

FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership, a general partner

By: SHIF ASSOCIATES, a Massachusetts general partnership, a general partner

By: COPLEY ADVISORS, INC., a Massachusetts corporation

By: J.M. Mahoney 
Its: V. J. [unclear] 

ATTEST: [Signature]
Its: Asst. Clerk

By: ROSEMONT-GAGE ASSOCIATES, an Illinois limited partnership

By: ROSEMONT FIFIELD CORP., an Illinois corporation, its general partner

By: _____
Its: _____

ATTEST: _____
Its: _____

87301058

87216903

Commonwealth Massachusetts
~~STATE OF ILLINOIS~~

Suffolk SS.
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Vivian M. Mahony, Principal President of COPLEY ADVISORS, INC., a ~~MASSACHUSETTS~~ MASSACHUSETTS corporation, and Kenneth A. Hix, as ~~ASSISTANT~~ ASSISTANT Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Principal President and Assistant 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 corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th B day of April, 1987.

Angela M. Perry
Notary Public

My Commission Expires:

May 16, 1991

CLERK OF COOK COUNTY Clerk's Office

872101059

87216903

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Bryn Mawr Avenue Subdivision, being a subdivision of the Southeast Quarter of Section 4, Township 40 North, Range 12 East of the Third Principal Meridian except that part thereof lying West of a line drawn from a point in the North line of Lot 2, aforesaid, 24.41 feet East of the most Northwesternly corner thereof to a point in the South line of Lot 2, aforesaid, 174 feet East of the Southwest corner of said Lot 2 in Cook County, Illinois.

P.I.N. ¹²⁻⁰⁴⁻⁴⁰²⁻⁰⁵³ 12-04-402-054
12-04-402-055 *H-B-0 2a*
12-04-401-056

Commonly known as the property located to the North of Bryn Mawr Avenue and to the West of Lyman Avenue.

Property of Cook County Clerk's Office

87301058

DEPT-01 RECORDING \$17.00
T#1111 TRAN (699 06/03/87 16:21:00
#3874 # A * 07-301058
COOK COUNTY RECORDER

87301058

1900

87216902