

UNOFFICIAL COPY

Official Record of the Board of Supervisors of Cook County, Illinois, held in regular session on the 14th day of January, 1900, at 10 o'clock in the forenoon, in the Board Room of the County Administration Building, Chicago, Illinois.

Present: Board of Supervisors

Called to order by the Chairman, at 10 o'clock in the forenoon.

Property of Cook County Clerk's Office

100-1000

UNOFFICIAL COPY

-2-

which said lease s demise the premises described in said leases, located in Cook County, Illinois, described as:

Legal descriptions are attached hereto as Exhibit B.

TOGETHER WITH ALL RENTS, INCOME AND PROFITS ARISING FROM SAID LEASE AND ANY AND ALL EXTENSIONS AND RENEWALS THEREOF FOR THE PURPOSE OF SECURING:

1. Payment of the indebtedness evidenced by that certain note or bond (including any extensions or renewals thereof) in the principal sum of **Three Million Three Hundred Fifty Thousand** / Dollars (\$ 3,350,000.00) made by the Assignor

on the 23rd day of September, 19 98, payable to the order of The Manufacturers Life Insurance Company, a corporation of Canada

and secured by a mortgage, ~~deed of trust, trust deed or deed to secure debt on real property recorded in~~ on real property recorded in Cook County, Illinois

2. Payment of all advances and other sums with interest thereon becoming due and payable to the Company under the provisions hereof or under the provisions of said note, bond, mortgage, deed of trust, trust deed or deed to secure debt or any sums secured by said instruments.

3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from said note, bond, mortgage, deed of trust, trust deed or deed to secure debt.

ASSIGNOR AGREES:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by lessor to be performed; at the sole cost and expense of Assignor, to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the lessee to be performed; not to modify, extend or in any way alter the terms of said lease or accept a surrender thereof; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the lessee thereunder or from the obligations, covenants, conditions and agreements by said lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Company all his right, power and authority to amend, modify, cancel, or in any way alter the terms or provisions of said lease.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of lessor and lessee thereunder, and to pay all costs and expenses of the Company, including attorney's fees in a reasonable sum in any action or proceeding concerning said lease in which the Company may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Company, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Company may deem necessary to protect the security hereof, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Company, and also the right to perform and discharge each and every obligation, covenant and agreement of lessor in said lease contained; and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

88454050

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

-3-

4. To pay immediately upon demand all sums expended by the Company under the authority hereof, together with interest thereon at the highest rate for which it is now lawful to contract. 14-5/8% per annum.

IT IS MUTUALLY AGREED THAT:

1. As long as Assignor shall not have defaulted in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein, or in said note, bond, mortgage, deed of trust, trust deed or deed to secure debt contained, Assignor shall have the right to collect upon, but not prior to accrual, all rents, issues and profits from said leased premises and to retain, use and enjoy the same.

2. Upon or at any time after default in the payment of any indebtedness secured hereby or in the performance of any obligation, covenant or agreement herein or in said note, bond, mortgage, deed of trust, trust deed or deed to secure debt contained, the Company may, at its option, without notice, and if said note or bond be secured by deed of trust irrespective of whether Declaration of Default under said deed of trust has been delivered to Trustee thereunder, and without regard to the adequacy of security for the indebtedness hereby secured, either in person or by agent with or without bringing any action or proceedings, or by a receiver to be appointed by a court, enter upon, take possession of, manage and operate said demised premises or any part thereof; make, cancel, enforce or modify leases; obtain and evict tenants, and fix or modify rents, and do any acts which the Company deems proper to protect the security hereof, and either with or without taking possession of said property, in its own name sue for or otherwise collect and receive such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as the Company may determine. The entering upon and taking possession of said property or the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or effect notice of default under said mortgage, deed of trust, trust deed or deed to secure debt or invalidate any act done pursuant to such notice, and the Company may continue to so possess and collect even after any such default has been cured. The Company may exercise its rights under this paragraph as often as any such default may occur. The exercise of such rights shall not constitute a waiver of any of the remedies of the Company under its mortgage, deed of trust or any other document or agreement.

3. The Company shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under said lease, or under or by reason of this assignment, and Assignor shall and does hereby agree to indemnify and to hold the Company harmless of and from any and all liability, loss or damage which it may or might incur under said lease 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 undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in said lease; should the Company incur any such liability, loss or damage under said lease 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 attorney's fees, shall be secured hereby, and Assignor shall reimburse the Company therefor immediately upon demand.

4. Until the indebtedness secured hereby shall have been paid in full, Assignor covenants and agrees to transfer and assign to the Company any and all subsequent leases upon all or any part of said demised premises upon the same or substantially the same terms and conditions as are herein contained, and to make, execute and deliver to the Company, upon demand, any and all instruments that may be necessary therefor.

5. Upon the payment in full of all indebtedness secured hereby, this assignment shall become and be void and of no effect, but the affidavit of any officer or loan correspondent of the Company showing any part of said indebtedness remaining unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this assignment, and any person may and is hereby authorized to rely thereon.

6. This assignment applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "lease" as used herein means the lease or leases hereby assigned or any extension or renewal thereof or any lease subsequently executed by Assignor covering the demised premises above described or any part thereof. In this assignment, whenever the context so requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural, and conversely. All obligations of each Assignor hereunder are joint and several.

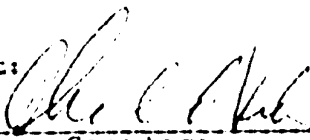
7. All notices, demands, or documents of any kind which the Company may be required to or may desire to serve upon Assignor hereunder, may be served by delivering the same to Assignor personally, or by leaving a copy of such notice, demand or document addressed to Assignor at his address appearing opposite his signature hereinbelow, or by depositing a copy of such notice, demand, or document in the United States mail, postage prepaid, and addressed to Assignor at his said address, or to such address that may have been furnished to Company in writing by Assignor for this purpose.

Assignor warrants that there has been no prepayment or anticipation of rent provided for in said lease and that said lease has not been amended or modified except as set forth herein. Assignor further warrants that no default exists in said lease.

Subject to the terms and provisions of an exculpatory clause contained on Page 4.

In witness whereof Assignor has hereunto set his hand and seal.

Attest:


Secretary

Signature of Assignor
BOULEVARD BANK NATIONAL ASSOCIATION, a
national banking association, not personally
or individually, but solely as trustee
under Trust Agreement dated 9/7/88 and
known as Trust No. 8824

By: 
ABS-T VICE PRESIDENT

Address of Assignor
410 N. Michigan Avenue
Chicago, Illinois

Street and No.

City

State

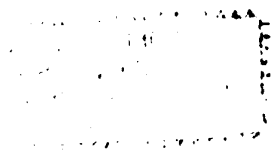
88454050

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Property of Cook County Clerk's Office



UNOFFICIAL COPY

EXHIBIT A TO ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

<u>TENANT</u>	<u>LEASE EXP. DATE</u>
<u>455 STATE PARKWAY</u>	
Network Sound Incorporated	10/31/92
Hunt Contract Sales, Inc.	4/30/91
Delta Properties, Ltd.	11/30/90
Tri-Star Illinois Corp.	8/31/90
Allstate Insurance Co.	2/28/91
The Station Break	11/30/91
DHL Airways, Inc.	11/30/90
<u>125 Commerce Drive</u>	
International Purchasing Services	12/31/88
Physical Therapy Systems, a Division of Travenol Laboratories, Inc.	3/31/88
AT&T Information Systems Inc.	8/31/91
Imagineering, Inc.	12/31/90
Imagineering, Inc.	12/31/91
Kubota Tractor Corporation	10/31/89
MAC Buildign Corporation	4/30/90

88454050

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/11/2011 10:11:11 AM

UNOFFICIAL COPY

EXHIBIT B TO ASSIGNMENT OF LESSOR'S INTEREST IN LEASES

LOT 63 IN WOODFIELD BUSINESS CENTER TWO-WEST, BEING A SUBDIVISION
OF PART OF THE NORTH EAST 1/4 OF SECTION 10, TOWNSHIP 41 NORTH,
RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY,
ILLINOIS.

Street Address: 125 Commerce Drive
Schaumburg, Illinois

Permanent Index No.: 07-10-204-009-0000

LOT 6 IN WOODFIELD BUSINESS CENTER UNIT 3, BEING A SUBDIVISION OF
LOT 2 IN WOODFIELD BUSINESS CENTER, BEING A SUBDIVISION OF PART
OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 41 NORTH, RANGE 10
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Street Address: 455 State Parkway
Schaumburg, Illinois

Permanent Index No.: 07-11-303-005-0000

Property of Cook County Clerk's Office

88454050

UNOFFICIAL COPY

Property of Cook County Clerk's Office