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Recording Requested By:

COOK COUNTY, ILLINOIS
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BOX 333

1988 NOV -3 PM 2:13

88507981

When Recorded Mail To:
FIRST NATIONWIDE BANK,
A FEDERAL SAVINGS BANK
PO BOX 348450
SACRAMENTO CA 95834-8450
ATTN: LOAN FED

88507981

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

DOC. 020

ABSOLUTE ASSIGNMENT OF RENTS AND OF LANDLORD'S INTEREST IN LEASES

THIS ABSOLUTE ASSIGNMENT OF RENTS AND OF LANDLORD'S INTEREST IN LEASES (this "Agreement") is given as of this 3RD day of NOVEMBER, 1988, by LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR TRUSTEE OF EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 21, 1968 AND KNOWN AS TRUST NO. 21657, AND NOT PERSONALLY AND THE LUMBER COMPANY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP, A NATIONAL BANKING ASSOCIATION AND AN ILLINOIS LIMITED PARTNERSHIP ("Borrower"), whose address is 1882 S. NORMAL AVENUE, CHICAGO IL 60616 ("Lender"), whose address is 1st FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK 700 MARKET STREET, SAN FRANCISCO, CALIFORNIA 94102

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Borrower has executed and delivered to Lender a Deed of Trust or Mortgage of even date and recorded concurrently herewith in the Official Records of the County of COOK, State of ILLINOIS (the "Security Instrument") which Security Instrument secures a certain Promissory Note executed by Borrower in the principal sum of \$ 6,560,000.00, together with interest thereon (the "Note"). The property encumbered by the Security Instrument is more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

B. Borrower desires to assign to Lender as a present absolute assignment all of Borrower's rights, title and interest in and to those certain leases listed and identified on the Schedule of Leases attached as Exhibit B hereto and incorporated herein by reference between Borrower (or Borrower's predecessors in interest) as landlord and the tenants named in the Schedule of Leases, and all other leases, tenancy agreements, and other occupancy agreements entered into by Borrower, or covering all or any part of the Property, together with all extensions, renewals, modifications and replacements thereof (all such leases, tenancy agreements, rental agreements, occupancy agreements and other similar agreements are referred to herein collectively as the "Leases" and all tenants, occupants, lessees, or similar parties thereunder are referred to herein collectively as the "Tenants"), for the purpose of relinquishing to Lender all of Borrower's right to collect and enjoy the rents, royalties, security deposits, issues, profits, income and other benefits at any time accruing by virtue of any of such Leases.

NOW, THEREFORE, FOR VALUABLE CONSIDERATION, Borrower does hereby grant, sell, transfer, assign and convey to Lender, its successors and assigns, all Leases, recorded or unrecorded, together with all rents, royalties, security deposits, issues, profits and income thereunder and all of the other benefits under the Leases (and the right to collect the same, whether now due, or which hereafter become due or to which Borrower may now or shall hereafter become entitled), arising or issuing from or out of the Leases, or from or out of the Property, or any part thereof, together with any and all rights which Borrower may have against the Tenants, or any of them, and any and all security interests now or hereafter held by Borrower pursuant to any of the Leases covering any property of the Tenants under the Leases (hereafter collectively referred to as the "Rents and Profits"), Borrower retaining, however, a revocable license, as hereinafter provided in Paragraph 2 below, to collect the Rents and Profits and enforce the Leases.

BORROWER HEREBY COVENANTS AND AGREES WITH LENDER AS FOLLOWS:

1. **Assignment.** This Agreement is not an assignment for security purposes, nor a pledge of rents for additional security, but an outright, immediate and absolute assignment of the Borrower's interest in the Leases and the Rents and Profits.
2. **Payment of Rents to Lender; License in Borrower to Collect Rents and Profits.**
 - (a) **Payment of Rents to Lender.** Borrower expressly authorizes all Tenants to pay to Lender, or its nominees, agents or order, all sums due, or to become due, under the Leases, and Lender is hereby authorized to give, for and on behalf of Borrower, full receipt and acquittance for any payments so made. Without any requirement to give notice of any kind or character, this Agreement shall constitute an automatic, present, full and unconditional direction and authority to each Tenant under each Lease to pay all Rents and Profits to Lender, or such agents, nominees or order as designated by Lender in writing, without proof of the defaults relied upon by Lender. Borrower hereby irrevocably authorizes each Tenant to rely upon and comply with any notice or demand which may be given by Lender for such payment of Rents and Profits due or to become due as herein specified without liability on the part

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED 11-3-88 **(UNDER TRUST NO.)** 10-21657-09

This Assignment of Rents is executed by LA SALLE NATIONAL BANK, not personally but as Trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said Trustee, nor as any admission that said Trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LA SALLE NATIONAL BANK, as Trustee, solely in the exercise of the authority conferred upon it as said Trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LA SALLE NATIONAL BANK, individually or as Trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained.

Trustee does not warrant and will not defend title.
Form XX0136

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SEE RIDER ATTACHED TO THIS OFFICE

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of the Tenant for determining the validity or propriety of Lender's notice or demand, and notwithstanding any claim by Borrower that such notice or demand is invalid or improper. Borrower will have no claim against the Tenant for any Rents and Profits paid by such Tenant to Lender.

- (b) **License in Borrower to Collect Rents and Profits.** Notwithstanding that this Agreement is a present, absolute and executed assignment of the Rents and Profits, and a present, absolute and executed grant to Lender of the powers herein specified, Lender confers upon Borrower a revocable license to collect and retain the Rents as they become due and payable, subject, however, to the right of Lender to revoke such authority and license at any time in its sole and absolute discretion, upon ten (10) days notice to Borrower, upon and after default by Borrower under this Agreement, the Note, the Security Instrument or any other loan document connected with the loan evidenced by the Note ("Loan Document" or, if more than one, "Loan Documents").
- (c) **Conflicts with Security Instrument.** The provisions of this Paragraph 2 of this Agreement shall prevail over any inconsistent provisions set forth in the Security Instrument or other Loan Documents.

3. Warranties of Borrower.

Borrower warrants, represents and covenants as to each Lease now or hereafter covering all or any part of the Property:

- (a) **Lease in Full Force and Effect.** Each Lease is in full force and effect, valid and enforceable in accordance with its terms and has not been modified, amended or altered, whether in writing or orally;
- (b) **No Default.** No default exists on the part of the Tenant or Borrower thereunder;
- (c) **Limitation on Advance Collection of Rent.** No rent has been collected more than one (1) month in advance;
- (d) **No Previous Assignment of Lease.** No Lease, or any interest therein, nor Rents and Profits arising therefrom, has been previously assigned or pledged;
- (e) **No Setoffs.** No Tenant has any defense, setoff or counterclaim against Borrower under any Lease;
- (f) **No Concessions Granted.** All rent due under each Lease has been collected and no concession has been granted to any Tenant in the form of a waiver, release, reduction, discount or other alteration of rent due or to become due thereunder;
- (g) **No Option to Purchase.** No Lease grants to the Tenant thereunder, or anyone else, an option to purchase any part of the Property; and
- (h) **Owner of Landlord's Interest.** Borrower is the sole owner of the entire landlord's interest in all Leases and it has not and will not perform or fail to perform any acts or execute any other instruments which might prevent Lender from fully exercising its rights under the terms, covenants and conditions of this Agreement.
- (i) **Authority of Borrower.** Borrower has full right, power and authority to assign the Leases and the Rents and Profits to Lender.

4. Borrower's Covenants With Respect to Leases.

For purposes of this Paragraph 4, "Major Tenant" shall mean and refer to (i) those Tenants designated in the Schedule of Leases as "Major Tenants" and any Tenant which subsequently occupies the premises leased to such "Major Tenant"; and (ii) Tenants under any Lease having the characteristics described in the supplemental definition of "Major Tenant", if any, set forth in the Schedule of Leases. Borrower covenants with respect to each Lease:

- (a) **Enforcement.** Borrower shall, at Borrower's sole cost and expense, enforce (except by termination of the Leases) the performance or observance of each and every term, covenant and condition of the Leases to be performed or observed by the Tenants thereunder. Borrower shall not amend, modify, cancel, terminate or extend the term of any Lease entered into prior to the date hereof nor shall Borrower enter into any new Lease after the date hereof without the prior written consent of Lender. Borrower shall not modify or amend the terms of any guaranty of any Lease or cancel or terminate any such guaranty without the prior written consent of Lender. Notwithstanding the foregoing provision, Lender hereby grants permission to Borrower, revocable at any time without regard to the due and faithful performance by Borrower under the Security Instrument, the Note, this Assignment and the other Loan Documents, upon ten (10) days written notice to Borrower, to amend, modify, cancel, terminate or extend the term of any existing Lease and to enter into new Leases if in the judgment of Borrower, reasonably exercised, such actions do not adversely affect Lender's interest in the Property, the Leases or the Rents and Profits therefrom. The permission herein above granted shall not apply to any Lease with a Major Tenant.
- (b) **No Advance Collection of Rent.** Borrower shall not collect any Rents and Profits in advance of the date on which they become due under the terms of any Lease; nor shall Borrower discount any future accruing Rents and Profits.
- (c) **No Assignment Without Consent.** Borrower shall not consent to any assignment of any Lease, or any subletting thereunder, whether or not in accordance with its terms, without the prior written consent of Lender. Notwithstanding the foregoing provision, Lender hereby grants permission to Borrower, revocable at any time upon ten (10) days notice to Borrower, without regard to the due and faithful performance by Borrower under the Note, the Security Instrument, this Assignment and the other Loan Documents, to consent to any such assignment of Lease or any subletting thereunder except with respect to any Lease with a Major Tenant.
- (d) **No Further Assignment; No Subordination.** Borrower shall not execute any further assignments of any of the Leases or Rents and Profits, or any interest therein, or suffer or permit any such assignment to occur by operation of law; nor shall Borrower request, consent to, agree to or accept a subordination of any Lease to any mortgage, deed of trust or other encumbrance, or any other Lease or suffer or permit conversion of any Lease to a sublease.
- (e) **Performance of Obligations; Notice; Appear and Defend.** Borrower shall faithfully perform and discharge all obligations of the landlord under the Leases, and shall give prompt written notice to Lender not later than five (5) days after Borrower's receipt of any notice of default from any Tenant or any other person, and shall furnish Lender with a complete copy of such notice. Borrower shall appear in and defend, at no cost to Lender, any action or proceeding arising under or in any manner connected with any Lease.

5. Rights of Lender.

Borrower hereby grants to Lender the following rights:

- (a) **Lender as Creditor in Debtor-Relief Proceedings.** Lender shall be deemed to be a creditor of each Tenant in respect of any assignments for the benefit of creditors and any bankruptcy, arrangement, reorganization, insolvency, dissolution, receivership or other debtor-relief proceedings affecting such Tenant (without obligation on the part of Lender, however, to file timely claims in such proceedings or otherwise pursue creditor's rights therein).
- (b) **Right to Assign.** Lender shall have the right to assign Borrower's right, title and interest in the Leases to any subsequent holder of the Note and Security Instrument or any participating interest therein, or to any person acquiring title to all or any part of the Property through foreclosure or otherwise. Any subsequent assignee shall have all the rights and powers herein provided to Lender.

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- (c) **Right of Performance.** Lender shall have the right upon any failure of Borrower to perform any of its agreements hereunder, to take any action as Lender may deem necessary or appropriate to protect its interests.
- (d) **Rights Upon Default.** Upon any default by Borrower under this Agreement, or under the Note, Security Instrument or other Loan Document, and without notice (except as provided in Paragraph 2 relating to collection of Rents and Profits) to or consent of Borrower, Lender shall have the following rights:
- (i) **Use and Possession.** To use and possess, without rental or charge, the personal property of Borrower located on the Property and used in the operation or occupancy thereof;
 - (ii) **Application of Rents and Profits.** To apply the Rents and Profits, and any sums recovered by Lender, pursuant to Paragraph 7 hereof;
 - (iii) **Management and Operation of Property.** To take possession of the Property, manage and operate the Property and Borrower's business thereon, and to take possession of and use all books of accounts and financial records of Borrower and its property managers or representatives relating to the Property;
 - (iv) **New Leases and Cancellation of Existing Leases.** To execute new Leases of any part of the Property, including Leases that extend beyond the term of the Security Instrument; and to cancel or alter any existing Leases; and/or
 - (v) **Sign For and Bind Borrower.** To sign the name of Borrower and to bind Borrower on all papers and documents relating to the operation, leasing and maintenance of the Property.
- (e) **Lender As Borrower's Attorney-In-Fact.** Borrower hereby appoints Lender as its true and lawful attorney-in-fact, with full power of substitution and with power of Lender in its own name and capacity, or in the name and capacity of Borrower, to perform the acts specified under Paragraph 5(d) above, and otherwise to demand, collect, receive and give complete acquittance for any and all Rents and Profits accruing from the Property and, at Lender's discretion, to make any settlement of any claims, either in its own name or in the name of Borrower, or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of the Rents and Profits. This power is coupled with an interest and is irrevocable during the term of this Agreement.
- (f) **Lender's Rights Not Obligations.** None of the rights granted to Lender hereunder shall be construed as obligations of Lender and all such rights shall be in addition to all other rights of Lender under the Note, Security Instrument and other Loan Documents and may be exercised, if at all, concurrently or in any order or priority, as determined by Lender. If Borrower fails to make any payment or do any act as herein provided, or if Lender deems its interest hereunder or under the Security Instrument impaired, then Lender shall have the right (but not the obligation) and without notice to or demand on Borrower, and without releasing Borrower from any obligation hereunder, to make or do the same in such manner and to such extent as Lender may deem necessary to protect Lender's rights, including, without limitation, to appear in and defend any action or proceeding purporting to affect the rights or powers of Lender, and to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees and costs in connection therewith. Borrower shall indemnify, defend and hold Lender harmless from and against any and all liabilities, losses and damages which Lender may incur under the Leases, or by reason of this Agreement, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations to be performed or discharged by Lender under any Lease or this Agreement. Should Lender incur any liability, loss or damage under any Lease, or under or by reason of this Agreement, Borrower shall immediately upon demand reimburse Lender for the amount thereof, together with all costs and expenses and reasonable attorney's fees incurred by Lender. All of the foregoing sums shall bear interest until paid at the rate set forth in the Note and shall be secured by the Security Instrument and the other Loan Documents.
6. **Payment of Property Expenses.** In addition to the rights granted to it by the Security Instrument, Lender is hereby authorized (but shall not be obligated), out of the Rents and Profits received hereunder, to pay, in such order of priority as Lender determines, all rents, taxes, assessments and charges on the Property, or any portion thereof, to insure the land, buildings and improvements located thereon, and to expend such other sums as may be in its judgment necessary or proper to defend title, or property, or use thereof, recover Rents and Profits, or otherwise exercise its rights hereunder. Lender may (but shall not be obligated to) advance funds for any of the above purposes, and any amount so paid or advanced shall be a first and prior claim on the Rents and Profits realized from the Property, and shall be repaid to Lender before any other distribution of the Rents and Profits. Should the Rents and Profits be insufficient to pay advances so made by Lender, any unpaid balance shall, at the option of Lender, become a part of the indebtedness secured by the Security Instrument and the other Loan Documents and shall bear interest from the date of advancement at the interest rate set forth in the Note.
7. **Application of Rents and Profits.** Any amount received or collected by Lender pursuant to this Agreement shall be applied to the following items, the priority of payment of such items to be within the sole discretion of Lender:
- (a) **Repayment to Lender.** To the repayment to Lender of any and all amounts advanced by it or costs and expenses incurred under the terms of this Agreement, together with interest at the rate specified in the Note;
 - (b) **Payment of Taxes and Assessments.** To the payment of taxes, assessments and charges and the expense of insurance, operation, maintenance and management of, repairs to and improvements on the Property, but Lender shall not be obligated to pay any taxes, assessments or charges or to keep insurance on, operate, maintain or manage or make repairs to or improvements on the Property;
 - (c) **Payment of Expenses.** To the payment of all other reasonable and necessary expenses of the management, protection and preservation of the Property, but without obligation to manage, protect or preserve the Property; and/or
 - (d) **Payment of Amounts Due Under Loan Documents.** To the payment of all amounts due or to become due under the Note, Security Instrument, or any other Loan Document, or any extension or renewal thereof, whether by way of principal, interest, or otherwise. The surplus, if any, after full payment of the above, shall be paid to Borrower.
8. **Limitation on Lender's Duties.** Nothing herein contained, or contained in the Note, Security Instrument, or any other Loan Document, shall be deemed to create any responsibility or liability on the part of Lender for rental of the Property, or any part thereof, or for collection of Rents and Profits or for the control, care, management or repair of the Property, or any portion thereof, or any personal property, or for the carrying out of any of the terms or provisions of any Lease, or for any other thing which is authorized herein or the failure to do any of the foregoing, or for any waste of the Property by Tenants under any of the Leases or by any other party, or for any dangerous or defective condition of the Property, or for any negligence in the management, upkeep, repair or control of the Property resulting in loss or injury or death to any Tenant, licensee, employee or stranger. This Agreement is a grant of rights to Lender and shall not be deemed to constitute Lender a "mortgagee in possession" or held to create any duties or liabilities in Lender, except as herein expressly set forth.

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9. **Enforcement of Agreement by Lender.** Lender is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Agreement and to collect the Rents and Profits assigned hereunder, including the right of Lender or its designee to enter upon the Property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the Property, together with all personal property, fixtures, documents, books, records, papers and accounts of Borrower relating thereto as herein specified, and to exclude the Borrower, its agents and servants, wholly therefrom. Lender shall be under no obligation to pursue any of the rights or claims assigned to it hereunder, and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Borrower in the Leases.
10. **Default Under Agreement; Default Under Note and Loan Documents.** Any default by Borrower in the performance of any obligation, covenant or agreement contained herein shall constitute and be deemed to be a default under the terms of the Note, the Security Instrument and all other Loan Documents, entitling Lender to exercise any and all of the rights and remedies contained therein, including, without limitation, the right to declare all sums secured by the Security Instrument immediately due and payable.
11. **No Waiver For Failure to Act.** The failure of Lender to avail itself of any of the terms, covenants and conditions of this Agreement for any period of time, or at any time or times, shall not be construed as or deemed to be a waiver of any of its rights under the terms hereof under the Note, Security Instrument, or any other Loan Documents.
12. **Duration of Assignment.** This Agreement, and the rights granted to and for the benefit of Lender hereunder, shall remain in full force and effect so long as the indebtedness and obligations evidenced by the Note and secured by the Security Instrument or other Loan Documents, or any extension or renewal thereof, remain unpaid or unperformed and, in the event of foreclosure, whether by private sale or court action, during any period of redemption and until the recording of the deed issued under such foreclosure proceedings and until the delivery of actual and complete possession of the Property to the grantee in such deed. Upon payment and performance in full of the indebtedness and obligations evidenced by the Note and secured by the Security Instrument or any other Loan Document, this Agreement shall terminate; however, the affidavit, letter or statement of any officer or authorized representative of Lender, showing that any part of such indebtedness remains unpaid, shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Agreement, and any person, firm or corporation may, and is hereby expressly authorized to, rely completely thereon.
13. **Remedies Cumulative.** The rights and remedies provided herein shall not be exclusive but shall in all respects be cumulative and in addition to the rights, powers, and remedies retained by Lender under the Note, Security Instrument and any other Loan Document.
14. **Successors Bound.** The terms, covenants and conditions contained herein shall run with the Property, shall inure to the benefit of and bind the parties hereto and their respective heirs, successors and assigns permitted under the Security Instrument.
15. **Severability.** If any term of this Agreement, or the application thereof to a person or circumstance, shall to any extent be declared invalid or unenforceable, the remainder of this Agreement, or the application of such term, to persons or circumstances other than those to which it is invalid or unenforceable shall not be affected thereby and each term of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.
16. **Notices.** Except when otherwise required by law, all notices required to be given hereunder shall be served personally or mailed first-class United States mail, certified or registered, with return receipt requested, postage prepaid, and addressed to the parties at the addresses stated above or such other addresses as the respective parties may from time to time designate by notice given as provided in this Agreement. Receipt of notice shall be deemed to occur when such notice is personally served or on the date which is two calendar days after the date of such mailing.
17. **Present and Absolute Assignment.** This Agreement is expressly intended for the benefit and protection of Lender, and all subsequent holders of the Note and Security Instrument now held by Lender and all persons holding a participating interest therein, and Borrower understands that this Agreement is a PRESENT ABSOLUTE ASSIGNMENT OF THE RENTS AND PROFITS AND OF LANDLORD'S INTEREST IN LEASES, subject only to the revocable license granted under Paragraph 2.01 above.
18. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement is sought.
19. **Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and any rules, regulations or orders issued or promulgated thereunder applicable to the affairs of, or transactions entered into, by Lender as a federal savings bank; and this Agreement shall, to the extent not covered thereby, otherwise be governed by, and construed and enforced in accordance with, the laws of the state where the Property is located.
20. **Release of Assignment.** The recording of any valid release of the Security Instrument shall operate as a release of this Assignment in favor of the then owner of the Property; provided, however, that the recording of any valid partial release of the Security Instrument shall operate as a release of this Assignment only with respect to that portion of the Property thereby released from the Security Instrument, the term Property as used in this Assignment being deemed thereafter to refer only to that portion of the Property remaining encumbered by the Security Instrument and the term Borrower as used in this Assignment being deemed thereafter to refer only to the owner or owners of such remaining portion of the Property.

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Borrower:

LASALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, AS SUCCESSOR TRUSTEE OF EXCHANGE NATIONAL BANK OF CHICAGO, A NATIONAL BANKING ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 21, 1968 AND KNOWN AS TRUST NO. 21657, AND NOT PERSONALLY

BY: *[Signature]*
Name: Corinne Bok
Title: ASSISTANT VICE PRESIDENT

BY: *[Signature]*
Name: Rosemary Collins
Title: ASSISTANT SECRETARY

THE LUMBER COMPANY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

BY: *[Signature]*
MARSHALL S. WECHTER, GENERAL PARTNER

BY: *[Signature]*
NORMAN R. WECHTER, GENERAL PARTNER

(PLACE NOTARY ACKNOWLEDGMENT HERE)

PROCTER & KERRY
Cook County Clerk's Office

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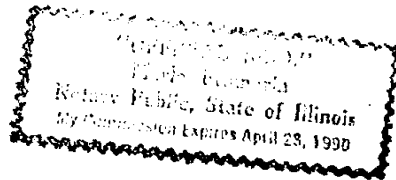
STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Marjorie Eck, the ASSISTANT VICE PRESIDENT and Secretary, the ASSISTANT SECRETARY of LASALLE NATIONAL BANK, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE 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 national banking association 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 national banking association caused the corporate seal of said national banking association to be affixed to said instrument as said ASSISTANT SECRETARY own free and voluntary act and as the free and voluntary act of said national banking association for the uses and purposes therein set forth.

Given under my hand and Notary Seal, this 3 day of Nov, 1988.

My Commission Expires: 4-28-90

Macla Framarin
Notary Public



Property of Cook County Clerk's Office

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EXHIBIT "A"

LOTS 1 TO 10 BOTH INCLUSIVE IN BLOCK 22 IN JOHNSTON, ROBERTS AND STORRS
ADDITION TO CHICAGO, IN WEST 1/2 OF SOUTH EAST 1/4 OF SECTION 4,
TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

TAX NOS.

17-04-429-013
17-04-429-014

900-920 N. Franklin ST
Chicago IL

LOAN #0040380281

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EXHIBIT 'B'

SCHEDULE OF LEASES

<u>NAME OF TENANT</u>	<u>COMMENCEMENT DATE OF LEASE</u>	<u>TERMINATION DATE OF LEASE</u>	<u>APPROX. SQ. FT.</u>
Amerique	7-01-85	6-30-90	4,000
C.S. W. Film Systems	8-01-87	7-31-92	2,648
Out of Europe	6-01-87	5-31-92	2,610
Corporate Art Source Inc.	5-01-87	4-30-92	4,972
Concept 1 Telemarketing	5-15-87	4-30-92	6,922
Simmons Airlines	1-01-86	12-31-90	4,972
Mastro-Valerio	6-13-88	7-31-92	2,530
Johnson/Stasik	6-01-85	12-31-91	1,410
Larry Conn	3-01-85	2-28-90	1,082
Prescription Learning	10-01-85	9-30-89	2,700
Prescription Learning	12-01-86	9-30-89	900
Graphic Conservation Co.	1-01-86	12-31-90	4,222
Kelmscott Enterprises	5-01-87	4-30-89	799
Cobar Design	4-01-87	3-31-90	511
MJW		2-28-93	670
Lumber Co. Management		2-28-93	800
Trudy Glossberg Interiors	1-01-86	5-31-89	867
Larry Conn	9-01-88	8-31-90	745
Deborah Schneider Design	10-01-87	9-30-92	1,444
Apollo & Co.	4-01-85	3-31-90	845
G.Y.S.	7-01-85	6-30-90	4,315
Typographics	11-01-88	8-31-93	2,254
McKnight Design	9-01-88	8-31-93	2,556

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Property of Cook County Clerk's Office

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EXHIBIT "B" (CONT.)

SCHEDULE OF LEASES

NAME OF TENANT	COMMENCEMENT DATE OF LEASE	TERMINATION DATE OF LEASE	APPROX. SQ. FT.
Michael O'Shaughnessy	3-01-86	2-28-91	1,453
Design Marketing	4-01-85	3-31-90	3,801
The Carnegie R.E. Counsel	6-01-87	5-31-92	2,228
Design Bridge	12-01-85	11-30-88	1,581
Xeno	4-01-85	3-31-90	2,479
Pazdernik & Company	11-01-84	10-31-89	2,726
Simmons Airlines	1-01-86	12-31-90	10,000
Chicago Urban League		8-31-90	1,525
Athlon, Ltd.	5-01-87	11-30-90	2,271
W.R.S.	5-01-87	4-30-90	4,804
Bruno Associates	8-01-88	7-31-90	1,155
Merit Advertising	7-01-87	5-30-89	960
M.J. Cagen & Associates	7-01-87	6-30-90	1,260
R.T.M. Associates	11-01-86	10-31-88	1,040
James Punecky	6-01-88	5-31-89	1,693
Solo Mio	9-01-88	8-30-90	1,277
Sanford Roth	10-01-86	9-30-88	1,783
Freiwald Associates	11-01-84	10-31-88	1,543
North Coast Associates	8-01-86	7-31-91	2,670
Wayne Mikosz	6-01-84	5-31-89	2,715
Claire Zeisler	6-01-85	5-31-90	2,555

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LaSalle National Bank or any of the beneficiaries under its trust agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

LaSalle National Bank, a national banking association, as successor trustee of Exchange National Bank of Chicago, a national banking association, as trustee under Trust Agreement dated May 21, 1968 and known as Trust No. 21657, and not personally.

10-21657-09

BY: *Corinne*
Name: Corinne
Title: ASSISTANT VICE PRESIDENT

ATTEST: *Rosemary Collins*
Name: Rosemary Collins
Title: ASSISTANT SECRETARY

THE LUMBER COMPANY LIMITED PARTNERSHIP, AN ILLINOIS LIMITED PARTNERSHIP

BY: *Marshall J. Wechter*
MARSHALL J. WECHTER, GENERAL PARTNER

BY: *N. R. Wechter*
NORMAN R. WECHTER, GENERAL PARTNER

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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 Marshall J. Wechter, one of the General Partners of The Lumber Company Limited Partnership, an Illinois limited partnership and Norman R. Wechter, one of the General Partners of said partnership, personally known to me to be the same persons whose names are subscribed to the foregoing instrument 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 partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 3rd day of November, 1988.



NOTARY PUBLIC

MY COMMISSION EXPIRES



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