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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made as of this 21st day of November, 1988 by and among AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated May 6, 1982 and known as Trust Number 55185, whose mailing address is 33 North LaSalle Street, Chicago, Illinois 60690 (the "Trustee") and MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership, whose mailing address is 105 West Adams Street, Chicago, Illinois 60603 (the "Beneficiary"; Trustee and Beneficiary are hereinafter collectively referred to as the "Assignor") and HELLER FINANCIAL, INC., a Delaware corporation (the "Assignee") whose mailing address is 200 North LaSalle Street, 9th Floor, Chicago, Illinois 60601.

W I T N E S S E T H:

WHEREAS, contemporaneously with the execution of this Assignment, Assignee has loaned certain funds to Assignor, and Assignor has executed and delivered to Assignee that certain Promissory Note of even date herewith payable to Assignee in the principal sum of \$17,737,500.00 (which includes "Accrued Interest" not to exceed \$1,237,500.00 as defined and set forth therein) which matures on November 30, 1995 (which note, together with any and all modifications and amendments thereto, or substitutions therefor, is hereinafter referred to as the "Note"); and

WHEREAS, the Note is secured by, inter alia, a Mortgage, Security Agreement and Assignment of Leases and Rents (the "Mortgage") of even date herewith on the real property legally described in Exhibit "A" attached hereto and made a part hereof (the "Mortgaged Property"); and

WHEREAS, the Mortgaged Property or portions thereof has been leased to various tenants pursuant to commercial leases; and

WHEREAS, Assignor will enter into other commercial leases for portions of the Mortgaged Property (all of which leases in addition to the leases described above, and any subleases thereof, are hereinafter referred to as the "Leases"), all of which Leases, together with the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from or out of the Mortgaged Property or any part thereof, including, but not by way of limitation, minimum rents, additional rents, percentage rents, parking fees, common area maintenance, tax and insurance contributions, deficiency rents and liquidated damages following default, the premium payable by any obligor under any of the Leases upon the exercise of a cancellation privilege originally provided in any of the Leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Mortgaged Property, together with any and all rights and claims of any kind which Assignor may have

THIS INSTRUMENT WAS PREPARED BY AND
AFTER RECORDING SHOULD BE RETURNED TO:

Ann Marie Sink, Esq.
Katten Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606

Address of Property: 5 South Wabash/
67 East Madison
Chicago, Illinois

Property Index No.: 17-15-101-017

BOX 15
NTS-N24-6663-14/CSV

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against any obligor under any of the Leases or any subtenants or assignees thereof, or any occupants of the Mortgaged Property (all such moneys, rights and claims in this paragraph described being hereinafter referred to as the "Rents"), are deemed additional security for the payment of the Note and the performance of Assignor's obligations thereunder and under the Mortgage.

NOW, THEREFORE, in order to induce Assignee to make the above-mentioned loan and as additional security for the payment of the principal and interest due under the Note and for the performance and observance of all the agreements contained herein and in the Note and the Mortgage, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, all of the Leases and Rents, together with all the right, title and interest of Assignor therein and thereto.

TOGETHER with any and all guaranties of the obligor's performance under any of the Leases, and

TOGETHER with the immediate and continuing right to collect and receive all of the Rents,

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said Rents,

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated, as additional security for the payment of the principal and interest provided to be paid in the Note and for the performance and observance of all the agreements contained therein and in the Mortgage.

Assignor hereby covenants and agrees as follows:

1. So long as there shall not have occurred a default under the Note or an "Event of Default" under the Mortgage or the "Other Agreements" (each as defined in the Mortgage), Assignor shall retain the right to collect all of the Rents, and shall hold the same, in trust, to be applied first, to the payment of all impositions, levies, taxes, assessments and other charges upon the Mortgaged Property, secondly, to the cost of the maintenance of required insurance policies upon the Mortgaged Property, thirdly to the expenses of property operations, including the maintenance and repairs reasonably required by the Mortgage, and lastly, to the payment of obligations under the Note and the Mortgage, before using any part of the Rents for any other purposes.

2. At all times after the initial disbursement of the proceeds of the Note, any of Assignee's agents shall have the right to verify, upon fifteen (15) days' advance written notice (and without notice, if there shall have occurred an Event of Default hereunder or under the Mortgage) the validity, amount of or any other matter relating to any or all of the Leases, by mail, telephone, telegraph or otherwise, in the name of Assignor (if an Event of Default shall have occurred hereunder or under the Mortgage), Assignee, a nominee of Assignee, or in any or all of said names.

3. Unless Assignee notifies Assignor thereof in writing that it dispenses with any one or more of the following requirements, Assignor shall: (i) promptly, upon Assignor's

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receipt of written notice thereof, inform Assignee, in writing, of any assertion of any claims, offsets or counterclaims by any of the obligors under any of the Leases; and (ii) promptly, upon Assignor's receipt of written notice thereof, furnish to and inform Assignee of all material adverse information relating to or affecting the financial condition of any obligor of any "Material Lease" (as defined in the Mortgage).

4. Assignor at its sole cost and expense will: (i) at all times promptly and faithfully abide by, discharge and perform all of the covenants, conditions and agreements contained in all Leases, on the part of the landlord thereunder to be kept and performed; (ii) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the tenants to be kept and performed, but Assignor shall not modify, amend, cancel, terminate or accept surrender of any Material Lease without the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed; (iii) appear in and defend any action or proceeding arising under, growing out of or in any manner having a potentially materially adverse effect on the Leases or the obligations, duties or liabilities of landlord or of any tenants thereunder; (iv) transfer and assign or cause to be separately transferred and assigned to Assignee, upon written request of Assignee, any Lease or Leases heretofore or hereafter entered into, and make, execute and deliver to Assignee upon demand, any and all instruments required to effectuate said assignment; (v) furnish Assignee, within ten (10) days after a request by Assignee so to do, a written statement containing the names of all tenants and the terms of all Leases, including the spaces occupied and the Rents payable thereunder; and (vi) exercise within five (5) days of any demand therefor by Assignee any right to request from the tenant under any Lease a certificate with respect to the status thereof.

5. Except for an "Approved Lease" (as defined in the Mortgage), all Leases entered into after the date hereof are subject to the prior written approval of the Assignee as to form, content and tenant(s).

6. Assignor will not, without Assignee's prior written consent: (i) except as provided herein, execute any assignment or pledge of any Rents or any Leases; or (ii) accept any payment of any installment of Rent more than thirty (30) days before the due date thereof; or (iii) make any Lease except for actual occupancy by the tenant thereunder.

7. Nothing in the Note, this Assignment or in the Other Agreements, shall be construed to obligate Assignee, expressly or by implication, to perform any of the covenants of any landlord under any of the Leases assigned to Assignee or to pay any sum of money or damages therein provided to be paid by the landlord, each and all of which covenants and payments Assignor agrees to perform and pay or cause to be performed and paid.

8. Upon the occurrence of a default under the Note or an Event of Default under the Mortgage or any of the Other Agreements, which default or Event of Default is not cured within the applicable cure period, if any, Assignee at its sole election and in its sole discretion, may do or require any one or more of the following:

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(i) Immediately upon demand by Assignee, Assignor shall deliver to Assignee the originals of the Leases, with appropriate endorsements and/or other specific evidence of assignment thereto to Assignee -- which endorsement and/or assignment shall be in form and substance reasonably acceptable to Assignee.

(ii) Assignee, then or at any time or times thereafter, at its sole election, with concurrent notice thereof to Assignor, and without taking possession of the Mortgaged Property, may notify any or all of the obligors under the Leases that the Leases have been assigned to Assignee, and Assignee (in its name, in the name of Assignor or in both names) may direct said obligors thereafter to make all payments due from them under the Leases directly to Assignee.

(iii) Assignor, immediately upon demand by Assignee, irrevocably shall direct all obligors under the Leases then and thereafter to make all payments then and thereafter due from them under the Leases directly to Assignee.

(iv) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to enforce the terms of the Leases and obtain payment of and collect the Rents, by legal proceedings or otherwise; to enter upon, take possession of, manage and operate the Mortgaged Property or any part thereof; to make, modify, enforce, cancel or accept surrender of any of the Leases; to remove and evict any lessee or any subtenant or assignee of any lessee; to increase or reduce the Rents; to decorate, clean and make repairs; and to otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Rents so collected to the operation and management of the Mortgaged Property, but in such order as Assignee may deem proper, and including payment of reasonable management, brokerage and attorneys' fees, in the name of Assignor, Assignee, a nominee of Assignee, or in any or all of the said names.

(v) Assignee shall have the right at any time or times thereafter, at its sole election, without notice thereof to Assignor, to declare all sums secured hereby immediately due and payable and, at its option, exercise any and/or all of the rights and remedies contained in the Note and/or the Mortgage and/or the Other Agreements.

(vi) Assignor hereby irrevocably designates, makes, constitutes and appoints Assignee (and all persons designated by Assignee) as Assignor's true and lawful attorney and agent-in-fact, with power, without notice to Assignor and at such time or times thereafter as Assignee, at its sole election, may determine, in the name of Assignor, Assignee or in both names: (a) to demand payment of the Rents and performance of the Leases; (b) to enforce payment of the Rents and performance of the Leases, by legal proceedings or otherwise; (c) to exercise all of Assignor's rights, interests and remedies in and under the Leases and to collect the Rents; (d) to settle, adjust, compromise, extend or renew the Leases and/or the Rents; (e) to settle, adjust or compromise any legal proceeding brought to collect the Rents

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or obtain performance of the Leases; (f) to take control, in any manner, of the Leases and Rents; (g) to prepare, file and sign Assignor's name on any proof of claim in bankruptcy, or similar document in a similar proceeding, against obligors of the Leases; (h) to endorse the name of Assignor upon any payment or proceeds of the Rents and to deposit the same to the account of Assignee; and (i) to do all acts and things necessary, in Assignee's sole discretion, to carry out any or all of the foregoing.

(vii) All of the foregoing payments and proceeds received by Assignee shall be utilized by Assignee, at its sole election and in its sole discretion, for any one or more of the following purposes: (a) to be held by Assignee as additional collateral for the payment of Assignor's obligations and liabilities under the Note and/or the Mortgage, (b) to be applied to any of Assignor's obligations and liabilities under the Note and/or the Mortgage, in such manner and fashion and to such portions thereof as Assignee, at its sole election, shall determine; (c) to be applied to such obligations of Assignor or the Mortgaged Property or the operation or business thereof as Assignee, at its sole election, shall determine appropriate or warranted under the then existing circumstances; or (d) to be remitted to Assignor.

(viii) Assignee may also exercise any other rights and remedies then available under the Note, the Mortgage, the Other Agreements and any applicable laws.

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, ASSIGNOR HEREBY COVENANTS, REPRESENTS AND WARRANTS AS FOLLOWS:

1) That Trustee is the owner in fee simple absolute of the Mortgaged Property and Assignor has good title to the Leases and Rents hereby assigned, and good right to assign the same, and that no other person, firm or corporation (other than the "Junior Lender", as defined in the Mortgage) has any right, title or interest therein except as expressly set forth herein or in the Exhibits attached hereto; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing Leases on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or Rents, whether now due or hereafter to become due; that, except as specifically set forth in the Leases, any of the Rents due and issuing for any period, subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits, other than security deposits from any obligor under the Leases in excess of one month's rent for which credit has not already been made on account of accrued rents; and that the obligor under any existing Lease is not in default of any of the terms thereof.

2) That Assignor shall observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note, the Mortgage and the Leases on the part of Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge same; to

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enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in each of the Leases by any obligor thereof to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner having a potentially materially adverse affect on the Leases or the obligations, duties or liabilities of Assignor and/or any obligor thereunder, and, upon request by Assignee, will do so in the name and behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including attorneys' fees in a reasonable sum in any action or proceeding in which Assignee may appear.

3) That Assignor shall not receive or collect any of the Rents for a period of more than one month in advance (whether in cash or by promissory note), or pledge, transfer, mortgage or otherwise encumber or assign future payments of any of the Rents (except to the Junior Lender); shall not waive, excuse, condone, discount, set-off, compromise or in any manner release or discharge any obligor thereunder, of and from any obligations, covenants, conditions and agreements by said obligor to be kept, observed and performed, including the obligation to pay the Rents thereunder, in the manner and at the place and time specified therein; shall not cancel, terminate or consent to any surrender of any of the Material Leases, nor materially modify or in any way materially alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of Assignee, which consent shall not be unreasonably withheld or delayed.

4) That in the event any representation or warranty herein of Assignor shall be found to be untrue in any material respect, or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, and if such default in the observation or performance of any covenant or warranty cannot be cured, with respect to a monetary default, solely by the payment of money within ten (10) days of when due, or in the event of a non-monetary default, and shall not be cured within thirty (30) days after notice and demand (provided, however, that if such default is not capable of being cured within a thirty (30) day period, such thirty (30) day period shall be extended by an amount of time necessary to effect such cure (but in any event such additional time shall not exceed thirty (30) days), as long as Mortgagor's continuously and diligently attempting to cure such default), then, in each such instance, the same shall constitute and be deemed to be a default under the Note and the Mortgage, hereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable, and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

5) That the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Mortgaged Property by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Mortgaged Property, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any obligor thereunder and not

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assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Mortgaged Property; and that the collection of said Rents and application as aforesaid and/or the entry upon and taking possession of the Mortgaged Property shall not cure or waive, modify or affect any notice of default under the Note or the Mortgage so as to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of the Rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default, whether of the same or a different nature.

6) That Assignor hereby agrees to indemnify and hold Assignee harmless of, from and against any and all liability, loss, damage or expense which Assignee may or might incur by reason of this Assignment, or for any action taken by Assignee hereunder (other than Assignee's intentionally or grossly negligent wrongdoings), or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including, but without limitation thereto, any claim by any obligor thereunder of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any of the Leases more than one month in advance of the due date thereof. Should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) shall be payable by Assignor immediately upon ten (10) days' written demand, shall bear interest (at the rate specified in the Note upon monies due after a default thereunder) from the date of Assignee's payment thereof until repaid to Assignee, and shall be secured hereby and by the Mortgage.

7) That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Assignee executed copies of any and all future Leases, and hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may reasonably deem to be advisable for carrying out the true purposes and intent of this Assignment.

8) That each tenant under each Lease shall, at the option of the Assignee, agree to attorn to the Assignee or to any other person succeeding to the interest of landlord as a result of any enforcement by Assignee of any remedy provided by law or under the Mortgage upon a default after the expiration of any applicable grace or cure period or Event of Default under the Mortgage, and shall agree to recognize the Assignee or such successor in interest as landlord under such Lease without change in the amount of rent or other provisions thereof; provided, however, that the Assignee or other successor in interest shall not be bound by any payment of rent or additional rent for more than one month in advance or any amendment of or modification to any Lease made without the consent of the Assignee or other successor in interest. Each tenant, upon request by Assignee or other successor in interest, shall execute and deliver an instrument or

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instruments confirming to Assignee such agreements and attornment. Assignee, upon the written request of any tenant under a lease which has been approved (or deemed approved) by Assignee, shall execute and deliver a Subordination, Non-Disturbance and Attornment Agreement in substantially the same form as attached to the Commitment as Exhibit "D".

9) That the failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies hereunder, under the Note, the Mortgage, the Other Agreements or under applicable law. The right of Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder or under the Note, the Mortgage or the Other Agreements.

10) That upon payment in full of all of the indebtedness secured by the Mortgage or hereunder, this Assignment shall become and be void and of no further effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute prima facie evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon.

11) All notices permitted or required pursuant to this Assignment shall be in writing and shall be deemed to have been properly given (i) if served in person; (ii) on the third (3rd) business day following the day such notice is deposited in any post office station or letter-box if mailed by certified or registered mail, return receipt requested, postage prepaid, or (iii) on the first (1st) business day following the day such notice is delivered to the carrier if sent by Federal Express or Airborne overnight delivery, if addressed to the party to whom such notice is intended as set forth below:

(a) Notices to Assignors:

American National Bank and Trust Company
33 North LaSalle Street
Chicago, Illinois 60690
Attention: Land Trust Department
Trust No. 55182

and

Mallers-Chicago Limited Partnership
an Illinois limited partnership
105 West Adams Street, Suite 3700
Chicago, Illinois 60603
Attention: Gary Z. Baxter

With a copy to:

Nagelberg & Resnick, P.C.
305 West Madison Street
Suite 1700
Chicago, Illinois 60606
Attention: Bruce Boruszak, Esq. and
Howard A. Nagelberg, Esq.

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(b) Notices to Assignee:

Heller Financial, Inc.
9th Floor - Real Estate Division
200 North LaSalle Street
Chicago, Illinois 60601
Attn.: Manager, Credit/Loan Administration

With a copy to:

Heller Financial, Inc.
9th Floor - Real Estate Division
200 North LaSalle Street
Chicago, Illinois 60601
Attn.: Group General Counsel

12) The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, subtenants and assigns of same, and all occupants and subsequent owners of the Mortgaged Property, and all subsequent holders of the Note and the Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case.

13) The rights and remedies of Assignee under this Assignment are and shall be cumulative and in addition to any and all rights and remedies available to Assignee under the Mortgage. In the event of any conflict or inconsistency between the provisions of this Assignment and the provisions of the Mortgage, the provisions contained in the Mortgage shall govern and control.

14) This Assignment is executed by American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on the said Trustee personally to pay the Note or any interest that may accrue thereon, or any indebtedness accruing hereunder or under the Other Agreements, or to perform any covenant either express or implied herein contained, all such personal liability, if any, being expressly waived by Assignee and by every person now or hereafter claiming any right of security hereunder, and that so far as Trustee is personally concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness accruing thereunder shall look to the premises encumbered by the Mortgage and to any other security given for the indebtedness evidenced by the Note.

15) Nothing contained in the Note or Mortgage shall be construed as creating any personal liability on the part of Assignor (or the general partners of Assignor) with respect to the obligations of Assignor contained in the Note, the Mortgage or the Other Agreements, all such liability being expressly waived by the holder of the Note for itself, its successors and assigns (except that after the occurrence of a default under the Note, the Mortgage or the Other Agreements or after acceleration of the Loan, Assignor and the general partners shall be personally liable

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to the extent of all gross income from the Mortgaged Property received after the occurrence of such default and/or such acceleration which is not applied in payment of the Loan or expended in connection with the operation of the Mortgaged Property in the ordinary course of business). Notwithstanding the above, nothing herein shall limit the liability of guarantors, if any, under guaranty given in connection with the Loan, or limit the right of Assignee to take any action as may be necessary or desirable to realize upon any security given to secure the indebtedness evidenced by the Note or to pursue Assignor, or any general partners of Assignor, as the case may be, for any and all losses, costs, or damages incurred by Assignee due to a material misrepresentation, fraud, or misappropriation of funds by Assignor, or any general partner of Assignor, as the case may be, or to pursue Assignor, or any general partner of Assignor, for failure to perform its obligations under Section 12 of the Mortgage or its obligations under the Other Agreements not to intentionally or materially waste the Mortgaged Property.

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IN WITNESS WHEREOF, this Assignment has been duly executed the day and year first above written.

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid

ATTEST:

By: [Signature]
Name: ASSTANT SECRETARY
Its: _____

By: [Signature]
Name: _____
Its: VICE PRESIDENT

MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership

By: Mellers-Chicago Corp., an Illinois corporation, a general partner of Mellers-Chicago Limited Partnership

ATTEST:

By: [Signature]
Name: ERIC L. KORZAK
Its: ASST SEC

By: [Signature]
Name: _____
Its: _____

By: [Signature]
Name: ERIC L. KORZAK
Its: ASST SEC

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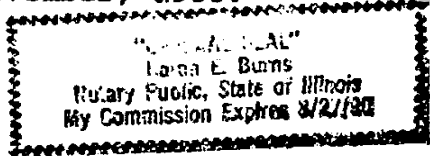
PROPERTY TAX RECEIPT

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, MARION E. BURNS, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that SUZANNE G. BAKER VICE PRESIDENT, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, not personally but as Trustee under Trust Agreement dated May 6, 1982 and known as Trust No. 55185 and Anita M. Lukus ASSISTANT SECRETARY of said Bank who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such 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 Bank, as Trustee, for the uses and purposes therein set forth; and the said ASSISTANT SECRETARY then and there acknowledged that (he/she), as custodian of the corporate seal of said Bank, caused the corporate seal of said Bank to be affixed to said instrument as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22 1988 day of November, 1988.



[Signature]
Notary Public

My Commission Expires:

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STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

I, Marian Tamillo, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Gary Z. Baxter, a general partner of MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared 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 limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 1988

Marian Tamillo
Notary Public

My Commission Expires.

2-28-91



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Marian Tamillo, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gary Z. Saffer, the ~~President~~ President of MALLERS-CHICAGO CORP., an Illinois corporation, a general partner of MALLERS-CHICAGO LIMITED PARTNERSHIP, an Illinois limited partnership, and Bruce S. Seruszak, its Asst. Secretary, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Asst. Secretary, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their ~~own~~ free and voluntary act and as the free and voluntary act of said corporation as general partner of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 1988.

Marian Tamillo
Notary Public



My Commission Expires: 2/26/91

DEPT-01 RECORDING \$25.00

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COOK COUNTY RECORDER

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Cook County Clerk's Office

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EXHIBIT A

Legal Description of Mortgaged Property

Lots 1, 2, 3, 4, 5 and 6 in Wright and Others Subdivision of Lots 2 and 3 in Block 1 in Fractional Section 15 Addition to Chicago in Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Number: 17-15-101-017

Volume: 510

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