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1. Lender, Lessor, and Lessee do hereby covenant and agree that the Lease and any modifications and amendments which either were subsequently approved by Lender or which did not require Lender's approval under any of the Loan documents and all rights, options, liens or charges created thereby are and shall continue to be subject and subordinate in all respects to the Mortgage and the Lien created thereby, to any advancements made thereunder, to any consolidations, extensions, modifications or renewals thereof, and to any other mortgage on the Premises which may hereafter be held by Lender.

NOW, THEREFORE, in consideration of the covenants, terms, conditions, agreements, and demises herein contained, and in consideration of other good and valuable consideration each to the other, the parties hereto agree, covenant, and warrant as follows:

WHEREAS, the parties hereto desire to establish additional rights of quiet and peaceful possession for the benefit of Lessee, and further to define the covenants, terms, and conditions precedent to such additional rights.

WHEREAS, Lessor and Lessee jointly and severally acknowledge and agree to the Assignment of Lease, and more particularly, the covenants and agreements of Lessor set forth therein; and

WHEREAS, Lender is making a mortgage loan to Lessor (the "Loan") which loan is evidenced by a certain Note (the "Note"), of even date herewith executed by Trustee and payable to Lender, and secured in part by (i) a Mortgage (the "Mortgage"), of even date herewith covering the Land and Building (as defined in the Lease) in which the Premises are located and (ii) an assignment of Lessor's interest in the Lease, in the form attached hereto as Exhibit A (the "Assignment of Lease"); and

WHEREAS, said lease has not been amended or modified; and WHEREAS, under a certain lease dated December 9, 1986, as amended by letter agreement of even date therewith (hereinafter referred to as the "Lease"), Lessor did lease, let, and demise of time and upon the covenants, terms, and conditions therein stated; and

W I T N E S S E T H :

THIS AGREEMENT is made by and among LASALLE NATIONAL BANK, not personally but as Trustee under a certain Trust Agreement dated November 21, 1986 and known as Trust No. 111774 ("Trustee") and MKDG/BUCK 123 PARTNERSHIP, an Illinois general partnership ("Beneficiary") (Trustee and Beneficiary are collectively referred to herein as "Lessor"), AMERICAN MEDICAL ASSOCIATION ("Lessee"), and CITICORP REAL ESTATE, INC., a Delaware corporation ("CREI"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("First Chicago") (CREI and First Chicago are collectively referred to herein in the singular as "Lender").

AGREEMENT OF SUBORDINATION, NON-DISTURBANCE, AND ATTORNMENT

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2. Subject to the observance and performance by Lessee of all of the covenants, terms and conditions of the Lease or in any modification or amendment specified herein or subsequently approved by Lender on the part of Lessee to be observed and performed, Lender hereby covenants that in the event Lender or any Transferee (as hereinafter defined) obtains title to the premises, either by foreclosure or by deed in lieu of foreclosure, and thereafter obtains the right of possession of the premises, that the Lease and any modifications or amendments specified herein or hereafter approved by Lender will continue in full force and effect, and Lender shall recognize the Lease and any modifications or amendments specified herein or subsequently approved by Lender and the Lessee's rights thereunder, and will thereby establish direct privity of estate and contract between the Lender and Lessee with the same force and effect as though the Lease and any modification or amendment specified herein or subsequently approved by Lender were directly made from Lender in favor of Lessee.

3. Lessee agrees to give Lender a copy of any notice of default served upon Lessor. Notwithstanding anything to the contrary contained in Section 19B of the Lease, Lessee further agrees that if Lessor shall have failed to cure such default within the time period provided for in the Lease, then Lender shall have an additional thirty (30) days (or in the case of an emergency situation, such shorter period of time as is reasonable) within which to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary, within thirty days, Lender has commenced and is diligently pursuing the remedies necessary to cure such default, in which event the Lease shall not be terminated while such remedies are being so diligently pursued. It is specifically agreed that Lessee shall not, as to Lender, require cure of any such default which is personal to Lessor, and therefore not susceptible of cure by Lender. Lender hereby agrees that as of the date hereof the Lease does not contain any default which is not susceptible of cure by Lender.

4. That in the event the interests of Lessor under the Lease shall be transferred to Lender by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Lessee hereby covenants and agrees to make full and complete attainment to Lender as substitute Lessor upon the same terms, covenants and conditions as provided in the Lease, except for provisions which are impossible for Lender to perform, so as to establish direct privity of estate and contract between Lender and Lessee with the same force and effect and relative priority in time and right as though the Lease and all modifications and amendments thereto specified herein or hereafter consented to by Lender or not requiring Lender's consent under any of the Loan documents, together with all guarantees of Lessee's obligations under the Lease, was originally made directly between Lender and Lessee. Lessee will thereafter make all payments directly to Lender and will waive as against Lender only any defaults of Lessor (whether curable or non-curable) which occurred prior to Lender gaining right of possession to the premises and becoming substitute Lessor. Except as otherwise specified in paragraph 9 of this Agreement, Lessee waives all joinder and/or service of any and all foreclosure actions by Lender under the Note and Mortgage upon the premises, and of any actions at law by Lender to gain

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possession of the Lessor's interest in the Premises. It shall not be necessary, except as required by law, for Lender to name Lessee as a party to enforce its rights under the Note or Mortgage, or any other instrument collateralizing the loan, or to prosecute any action at law to gain possession of Lessor's interest in the Premises and unless required by law Lender agrees not to name Lessee in any such proceeding. Lender agrees to provide notice to Lessee of any foreclosure actions by Lender under the Note and Mortgage; provided, however, that the failure by Lender to provide such notice shall not (i) subject Lender to liability to Lessee or to any other party, or (ii) have any impact upon the validity of such foreclosure. If the interests of Lessor under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Lender (hereinafter referred to as a "Transferee"), then Lessee hereby covenants and agrees to make full and complete attachment to such Transferee as substitute Lessor, upon the same terms and conditions as provided for herein in the case of attachment to Lender.

5. The provisions of this Agreement shall be real covenants running with the Premises, and shall be binding upon and inure to the benefit of the respective parties hereto and their successors and assigns, including without limitation any person who shall obtain, directly or by assignment or conveyance, (a) any interest in the Mortgage; (b) any certificate of purchase following foreclosure of the Mortgage; (c) any certificate of redemption following such foreclosure; or (d) any interest in the Premises, whether through foreclosure or otherwise. Furthermore, the provisions of this Agreement shall be binding upon any guarantor of Lessee's obligations under the Lease.

6. Notwithstanding anything contained herein to the contrary (other than as set forth in paragraphs 9 and 10 hereof), or anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto, Lessor and Lessee hereby covenant and agree that, with respect to matters occurring prior to the time that Lender acquires title to the Lessor's interest in the Premises, either by foreclosure or deed in lieu of foreclosure, Lender and its respective assignees shall not be:

(a) Liable for any act or omission of Lessor; provided, however, that Lender shall be subject to any existing right to offset which Lessee may have under Section 22B of the Lease, except to the extent that such right to offset relates to Lessor's failure to pay any amounts due to Lessee as Anchor Tenant Rebate (as defined in the Lease).

(b) Subject to any offsets or defenses which Lessee might have as to Lessor; provided, however, that Lender shall be subject to any existing right to offset which Lessee may have under Section 22B of the Lease, except to the extent that such right to offset relates to Lessor's failure to pay any amounts due to Lessee as Anchor Tenant Rebate.

(c) Required or obligated to credit Lessee with any rent or additional rent for any rental period beyond the then current rental period which Lessee might have paid Lessor.

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(a) That neither this Agreement, the Assignment of Lease, nor anything to the contrary in the aforesaid Lease or in any modifications or amendments thereto shall, prior to Lender's acquisition of Lessor's interest in and possession of the Premises, operate to give rise to or create any responsibility or liability for the control, care, management or repair of the Premises upon Lender, or impose responsibility for the carrying out by Lender of any of the covenants, terms and conditions of the Lease or of any modification or amendment specified herein or hereafter consented to by Lender, nor shall said instruments operate to make Lender responsible or liable for any waste committed on the Premises by any party whatsoever, or for dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of said Premises resulting in loss, injury or death to any Lessee, licensee, invitee, guest, employee, agent or stranger. Notwithstanding anything to the contrary in the Lease, Lender, its successors

8. Lessor and Lessee hereby jointly and severally agree for the benefit and reliance of Lender, as follows:

(b) That it hereby acknowledges the receipt of a copy of the Assignment of Lease in the form attached hereto and agrees, except to the extent prohibited by law or legal proceedings, to make rental payments according to the terms of such Assignment of Lease upon written demand by Lender in the event of any default under the Note or Mortgage.

(iii) After date hereof, create any offset or claims against rents (except to the extent provided in the Lease), or prepay rent.

(ii) After the date hereof, enter into any agreement with Lessor, its successors or assigns, which grants any concession with respect to the Lease or which reduces the rent called for thereunder;

(i) Cancel, terminate or surrender the Lease, except as provided therein or in any modification or amendment specified herein or hereafter consented to by Lender, and then only after Lender has failed to or unsuccessfully attempted to cure within the time limits set forth in Section 3 hereof; or

(a) That, notwithstanding anything to the contrary contained in the Lease, it will not, without the express written consent of Lender:

7. Lessee hereby acknowledges that the Assignment of Lease secures the aforesaid loan, and Lessee covenants and agrees as follows for the benefit and reliance of Lender:

(d) Bound by any amendments or modifications of the Lease made without Lender's consent, other than (i) exercise of rights, options or election options contained in the Lease, including without limitation options to extend the term of the Lease, and (ii) amendments which do not require Lender's consent under the loan documents.

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10. Notwithstanding anything to the contrary contained herein or in the Lease, it is agreed that both before and after Lender acquires title to the Lessor's interest in the Premises, Lender shall have no obligation to construct the Building or the Premises or to cause the Base Building Completion Date (as defined in the Lease) or the Substantial Completion Date (as defined in the Lease) to occur, or to correct any latent and structural defects or any defects contained on any punch list or otherwise to perform any covenants relating to the construction of the Building or the Premises, nor shall Lender be obligated to pay any amounts to Lessee as a result of Lender's or Lessor's failure to perform any of the foregoing or as a result of Lender's or Lessor's failure to perform any of the foregoing within a specified period of time, nor shall Lessee have any other remedies against Lender as a result of Lender's or Lessor's failure to perform or to pay any of the foregoing, except that (i) nothing herein shall limit Lessee's termination right under Section 5B of the Lease in the event Lessor fails to cause the Substantial Completion Date or the Base Building Date, as applicable, to occur on or before nine months after the Outside Completion Date (as defined in the Lease), and Lender fails to cure such default within the cure period provided in Paragraph 3 of this Agreement, it being further agreed that in the event that on the Outside Completion

or representation. Mortgage and all of the other Loan Documents, without recourse shall assign to Lessee all of its interest under the Note, the purchase the Loan Documents. Upon receipt of the cash, Lender reasonably necessary for Lessee to make its decision whether to documentation and information requested by Lessee which is shall cooperate with Lessee by providing Lessee with such thereby. During such aforementioned 30-day period, Lender including principal, interest and all other sums secured secured by the Mortgage as of the date of the purchase, Lender by tendering cash in an amount equal to the total amount the Note, the Mortgage and all of the other Loan Documents from giving Lender five (5) days prior written notice, to purchase have the right, at any time during such 30 day period, by pursuant to a foreclosure sale) to a Transferee. Lessee shall transfer or conveyance of the Land or Building (other than to accepting (i) a deed in lieu of foreclosure of (ii) a contrary, Lender shall give Lessee 30 days written notice prior 9. Notwithstanding anything contained herein to the

(b) That in the event Lender gains title to the Premises and becomes substitute Lessor, it is agreed that Lender may assign its interest as substitute Lessor without notice to, the consent of, or assumption of any liability to any other party hereto.

and assigns or a purchaser under the terms of the Mortgage, shall be responsible for performance of only those covenants and obligations of the Lease accruing after Lender's acquisition of Lessor's interest in and possession of the Premises; provided, however, that Lender, its successors and assigns or a purchaser under the terms of the Mortgage shall be subject to any existing right to offset which Lessee may have under Section 22B of the Lease, except to the extent that such right to offset relates to Lessor's failure to pay any amounts due to Lessee as Anchor Tenant Rebate.

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The First National Bank of Chicago
One First National Plaza
Chicago, Illinois 60670
Attn: Mid-Continent Real Estate

with a copy to:

Citicorp Real Estate, Inc.
599 Lexington Avenue
26th Floor
New York, New York 10043
Shopping Center Department

If to Lender:

Sidley & Austin
One First National Plaza
Chicago, Illinois 60603
Attn: Albert Ritchie, Esq.

and with a copy to:

American Medical Association
535 North Dearborn Street
Chicago, Illinois 60610
Attn: Office of the General Counsel

with a copy to:

American Medical Association
535 North Dearborn Street
Chicago, Illinois 60610
Attn: Reinhard J. Schneider

If to Lessee:

11. Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing, addressed as follows, and shall be deemed to have been properly given if hand-delivered or if mailed (effective upon mailing) by United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Date, Lender has acquired title to the project and is not making reasonable efforts to cause completion of the Building, Lessee may terminate the Lease by written notice to Lender, and (11) nothing herein shall limit any right that Lessee may have to declare the Lease terminated because a portion of the space is untenable, provided that Lessee shall not exercise such right unless sixty percent (60%) or more of the Premises (as determined by square footage) is untenable and Lessee has vacated such portion of the Premises and Lessee has given Lender sixty (60) days prior written notice of its intent to terminate the Lease; and further provided that with respect to (11) above, Lessee shall not terminate the Lease so long as Lender commences and is diligently pursuing the remedies necessary to cure such defects and such cure is completed within twenty-four (24) months after Lessee gives written notice of termination (rent shall abate during such cure period for that portion of the Premises which is untenable and which Lessee has vacated).

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12. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

or at such other address as the party to be served with notice may have furnished in writing to the party seeking or desiring to serve notice as a place for the service of notice. Notices given in any other fashion shall be deemed effective only upon receipt.

Attn: Nina Matis or Marcia Sullivan

Katten Muchin & Zavis
525 West Monroe Street
Chicago, Illinois 60606

and with a copy to:

Attn: John Iberle

Buck 123 Limited Partnership
c/o The John Buck Company
200 South Wacker Drive
Chicago, Illinois 60606

and with a copy to:

Attn: Gerald S. Gray

Miller-Klutznick-Davis-Gray Co.
410 Seventeenth Street
Suite 1400
Denver, Colorado 80202

and with a copy to:

Attn: Myron M. Miller

Miller-Klutznick-Davis-Gray Co.
410 Seventeenth Street
Suite 1600
Denver, Colorado 80202

and with a copy to:

Attn: Thomas J. Klutznick

Miller-Klutznick-Davis-Gray Co.
737 North Michigan Avenue
Suite 2350
Chicago, Illinois 60611

If to Lessor:

Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606
Attn: Steven R. Davidson, Esq.

and with a copy to:

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13. This instrument may be executed in multiple counter-parts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

14. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Lender," "Lessor" and "Lessee" shall include their heirs, executors, administrators, beneficiaries, successors and assigns, and any transferees.

15. Upon the occurrence of a default under any of the Loan documents, Lender shall be entitled, upon notice to Lessee, to all rents and other amounts then due under the Lease and thereafter accruing, and this paragraph shall constitute a direction to and full authority to Lessee to pay all such amounts to Lender without proof of the default relied upon. Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Lender for the payment to Lender of any rental or other sums which may be or thereafter become due under the Lease or for the performance of Lessee's undertakings under the Lease and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

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16. Notwithstanding anything to the contrary contained herein, the liability of Beneficiary and its partners hereunder shall be limited to the extent provided in Section 19.16 of the Loan Agreement.

17. This instrument is executed by Lasalle National Bank not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and Lasalle National Bank hereby warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against Lasalle National Bank by reason of any of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf, and if a corporation, by its officers duly authorized, this 8th day of December, 1988.

LESSOR:

LASALLE NATIONAL BANK,
as Trustee as aforesaid

By:

Its: ASSISTANT VICE PRESIDENT

MKDG/BUCK 123 PARTNERSHIP, an
Illinois general partnership

By:

Miller-Klutznick-Davis-Gray
Co., a Colorado general
partnership

By:

Buck 123 Limited
Partnership, an Illinois
limited partnership

By:

Buck 123 Company, an
Illinois corporation

By:

[Signature]

LESSEE:

AMERICAN MEDICAL ASSOCIATION

By:

Its:

LENDER:

CITICORP REAL ESTATE, INC.

By:

Its:

THE FIRST NATIONAL BANK OF CHICAGO

By:

[Signature]
Its: VICE PRESIDENT

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Assistant Secretary

Attest:

[Signature]

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FROM SONNENSCHIEIN 2 12/09/88 11:30 P. 3

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BY: _____
ITEL: _____

THE FIRST NATIONAL BANK OF CHICAGO

BY: _____
ITEL: _____

LENDER: CITICORP REAL ESTATE, INC.

BY: _____
ITEL: _____

AMERICAN MEDICAL ASSOCIATION

BY: _____
ITEL: _____

BY: BUCK 123 COMPANY, an Illinois corporation

BY: BUCK 123 LIMITED Partnership, an Illinois limited partnership

BY: _____
ITEL: _____

BY: MILLER-KUZNICK-DAVIS-GRAY Co., a Colorado general partnership

MOO/BUCK 123 PARTNERSHIP, an Illinois general partnership

BY: _____
ITEL: _____

LEALTY NATIONAL BANK, as Trustee as aforesaid

LENDER:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and it is a corporation, by its officers duly authorized, this _____ day of December, 1988.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation, by its officers duly authorized, this 12th day of December, 1988.

LESSOR:

LASALLE NATIONAL BANK,
as Trustee as aforesaid

By:

Its: _____

MKDG/BUCK 123 PARTNERSHIP, an
Illinois general partnership

By:

Miller-Klutznick-Davis-Gray
Co., a Colorado general
partnership

By: _____

Its: _____

By: Buck 123 Limited
Partnership, an Illinois
limited partnership

By:

By: Buck 123 Company, an
Illinois corporation

By: _____

Its: _____

LESSEE:

AMERICAN MEDICAL ASSOCIATION

By:

James B. Morse
DEPUTY EXECUTIVE VICE PRESIDENT

LENDER:

CITICORP REAL ESTATE, INC.

By: _____

Its: _____

THE FIRST NATIONAL BANK OF CHICAGO

By: _____

Its: _____

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My Commission Expires: 3-18-90

[Signature]
Notary Public
(Seal)

Given under my hand and Notarial Seal this 12th day of December, 1988.

set forth therein. of the American Medical Association for the uses and purposes his free and voluntary act and as the free and voluntary act acknowledged that he signed and delivered said instrument as President, appeared before me this day in person and

personally known to me to be the same person whose name is President of American Medical Association and personally known to me to be the DEPT. EXECUTIVE in the State aforesaid, do hereby certify that The undersigned, a Notary Public in and for said County,

STATE OF ILLINOIS)
) SS.:)
) COUNTY OF COOK)
)

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FROM SONNENSCHEN 2 (12/09/88 11:01) P. 4

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LILLIAN M. FICKER
Notary Public, State of New York
No. 24-019482304
Qualified in Kings County
Commission Expires October 11, 1992

My Commission Expires:

Notary Public
(8001)

Lillian M. Ficker

Given under my hand and Notarial Seal this 9 day of December, 1988.

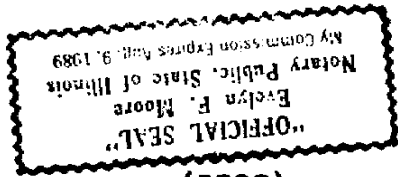
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that *for record* personally known to me to be the President of Citicorp Real Estate, Inc., a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *Lillie* President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes set forth therein.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

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Notary Public (Seal)

Evelyn F. Moore
GIVEN under my hand and Notarial Seal this 9th day of December, 1989.

My Commission Expires: 8-9-89

I, Evelyn F. Moore, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bak Assistant Vice President of said Lasalle National Bank, and Rita Stimm Walter 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 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 Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Bank then and there acknowledged that she, as custodian of the corporate seal of said Bank sealed said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS:)

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Aug 27, 1992
My Commission Expires:

John Campbell
Notary Public
(Seal)

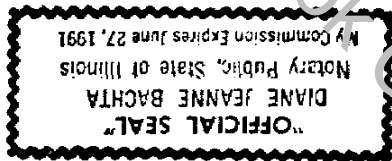
Given under my hand and Notarial Seal this 27th day of December, 1988.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that JOHN BERK personally known to me to be a WIFE President of Buck 123 Company, an Illinois corporation which is a general partner of Buck 123 Limited Partnership, an Illinois limited partnership which is a general partner of MKDG/Buck 123 Partnership, an Illinois general partnership ("MKDG/Buck"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Buck 123 Company, Buck 123 Limited Partnership and MKDG/Buck for the uses and purposes set forth therein.

STATE OF ILLINOIS)
) SS.:)
) COUNTY OF C O O K)

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My Commission Expires: June 27, 1991

Diane Jeanne Bachtla
Notary Public
(Seal)

Given under my hand and Notarial Seal this 8th day of December, 1988.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Thomas J. Kuntz personally known to me to be a general partner of Miller-Kuntz-Davis-Gray Co., a Colorado general partnership which is a general partner of MKDG/Buck 123 Partnership, an Illinois general partnership ("MKDG/Buck"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of MKDG/Buck for the uses and purposes set forth therein.

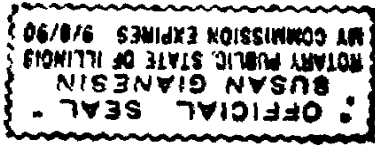
STATE OF ILLINOIS)
) SS.:)
) COUNTY OF COOK)

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My Commission Expires: 9/8/90

[Signature]
Notary Public
(Seal)

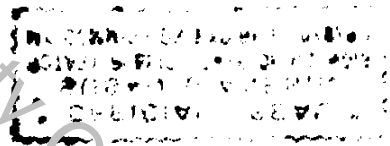
The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that John Smith personally known to me to be the Vice President of The First National Bank of Chicago, a national banking association, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and as the free and voluntary act of said association for the use and purposes set forth therein.

Given under my hand and Notarial Seal this 12 day of December, 1988.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.:)

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Property of Cook County Clerk's Office



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(b) After occupancy by a tenant, Assignor shall furnish loss of rents insurance to Assignee covering a period of twelve months, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to Assignee;

(a) that the Lease shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder;

3. The Assignor agrees:

2. Assignor represents and warrants that as of the date hereof, the Lease is in full force and effect; that Assignor has not heretofore assigned or pledged the same or any interest therein, and no default exists on the part of Lessee, or the Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Lease contained; and Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of Lessee or Assignor; that no rent has been paid by Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under the Lease has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; that no security deposit has been made by Lessee under the Lease.

1. Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Lease and avail itself of and pursue all remedies for the enforcement of the Lease and Assignor's rights in and under the Lease as Assignor might have pursued but for this Assignment of Lease ("Assignment").

FOR VALUE RECEIVED, the undersigned, MKDG/BUCK 123 PARTNERSHIP, an Illinois general partnership ("Beneficiary") and LASALLE NATIONAL BANK, not personally but as Trustee under a Trust Agreement dated November 21, 1986, and known as Trust No. 111774 ("Trustee") (Beneficiary and Trustee are hereinafter collectively referred to as "Assignor"), hereby assigns, transfers and sets over to CITICORP REAL ESTATE, INC., a Delaware corporation ("CREI"), and THE FIRST NATIONAL BANK OF CHICAGO, a national banking association ("First Chicago") (CREI and First Chicago are hereinafter collectively referred to as "Assignee"), all interest of the undersigned in that certain Lease dated December 9, 1986 by and between Assignor as Lessor and the American Medical Association as Lessee ("Lessee") as amended by that certain letter agreement of even date therewith, and all extensions, modifications and renewals thereof (the "Lease"), demising and leasing a portion of the premises regily described on Exhibit A attached hereto and made a part hereof ("Premises"), together with all rents payable under the Lease and all benefits and advantages to be derived therefrom, to hold and receive them unto Assignee, and together with all rights against guarantors, if any, of the obligations of Lessee under the Lease.

ASSIGNMENT OF LEASE

EXHIBIT A

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4. This Assignment is given as additional security for the payment of the note of Trustee of even date herewith in the

(m) not to request, consent to, agree to or accept a subordination of the Lease to any mortgage or other encumbrance now or hereafter affecting the Premises.

(l) not to consent to any assignments of the Lease, or any subletting thereunder, except in accordance with its terms, without the prior written consent of Assignee; and

(k) not to alter, modify or change the terms of any guarantees of the Lease or cancel or terminate such guarantees without the prior written consent of the Assignee;

(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Lease and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full;

(i) that none of the rights or remedies of Assignee under the Mortgage shall be delayed or in any way prejudiced by this Assignment;

(h) if so requested by Assignee, to enforce the Lease and all remedies available to Assignor against Lessee, in case of default under the Lease by Lessee;

(g) to perform all of Assignor's covenants and agreements as Lessor under the Lease and not to suffer or permit to occur any release of liability of Lessee, or any right to the Lessee to withhold payment of rent; and to give prompt notice to Assignee of any notice of default on the part of Assignor with respect to the Lease received from Lessee, and to furnish Assignee with complete copies of said notices;

(f) not to execute any other assignments of the Lease or any interest therein or any of the rents thereunder;

(e) not to discount any future accruing rents;

(d) not to collect any of the rent, income and profits arising or accruing under the Lease in advance of the time when the same become due under the terms thereof, except as permitted by the Mortgage (as hereinafter defined);

(c) except as may be permitted pursuant to the terms of the Loan Agreement (as hereinafter defined), not to terminate, modify or amend the Lease or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof without the written consent of Assignee and that any attempted termination, modification or amendment of the Lease without such written consent shall be null and void; provided, however, that dates by which certain work must be completed under the Work Letter (as defined in the Lease) may be extended without the prior written consent of Assignee;

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7. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignee shall not exercise the rights or powers herein conferred upon it until an Event of Default shall occur under the terms and provisions of the Loan Agreement, but upon the occurrence of any such Event of Default, Assignee shall be entitled, upon notice to Lessee, to all rents and other amounts then due under the Lease and thereafter accruing, and this Assignment shall constitute a direction to and full authority to Lessee to pay all such amounts to Assignee without proof of the default relied upon. Lessee is hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by Assignee for the payment to Assignee of any rental or

6. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease, or under or by reason of this Assignment, and Assignor shall and does hereby agree to indemnify Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under the 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 undertakings on its part to perform or discharge the terms, covenants or agreements contained in the Lease prior to Assignee taking title to the premises and excluding gross negligence and willful misconduct on the part of Assignee. Should Assignee incur any such liability, loss or damage under the 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 attorneys' fees, shall be secured hereby and Assignor shall reimburse Assignee therefor immediately upon demand.

5. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Lease shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

constituting Assignee a trustee or mortgagee in possession. Loan Documents. Nothing herein contained shall be construed as Mortgage, or in such other manner as may be provided for in the be applied on account of the indebtedness secured by the Premises and after deducting the expenses of collection, shall hereunder, after deducting the expenses of operation of the by the Mortgage and not secondarily. All amounts collected shall be primary and on a parity with the real estate conveyed conveying the Premises. The security of this Assignment is and date herewith from Assignor to Assignee, as mortgagee, all other sums secured by the mortgage (the "Mortgage") of even herewith between Assignor and Assignee ("Loan Agreement") and all sums due under that certain Loan Agreement of even date principal sum of \$122,000.00 (the "Note"), held by Assignee,

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other sums which may be or thereafter become due under the Lease or for the performance of Lessee's undertakings under the Lease and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

8. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification, or amendment of the Lease prohibited by the terms of this Assignment and any amounts received by Assignor as rents, income, issues, or profits from the premises from and after the date of any Event of Default under the Loan Agreement, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Assignee as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder or Deeds of the county in which the premises are located stating that Assignor has received or will receive such amounts in trust for Assignee.

9. In the event Lessee should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Lease assigned hereby, Assignor covenants and agrees that if the Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination of the Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to monthly debt service on the indebtedness secured by this Assignment. 10. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or in any other document.

11. This Assignment shall include any extensions, modifications and renewals of the Lease, and any reference herein to the Lease shall be construed as including any such extensions, modifications and renewals. 12. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "Lessee" wherever

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used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

13. The grace period and notice provisions of the Loan Agreement shall be applicable to any default hereunder.

14. All of the rights, powers, privileges and immunities herein granted and assigned to Assignees shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

15. This Assignment (and the debts and obligations secured hereby and all other obligations of the parties hereunder) shall be governed by and construed in accordance with the laws of the State of Illinois.

16. Notwithstanding anything to the contrary contained herein, the liability of Beneficiary and its partners hereunder shall be limited to the extent provided in Section 19.16 of the Loan Agreement.

17. This instrument is executed by LaSalle National Bank, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LaSalle National Bank hereby warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in the terms of covenants, promises or agreements) are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against LaSalle National Bank by reason of the terms, provisions, stipulations, covenants and conditions contained in this instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed, sealed and delivered in their

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respective names and in their behalf; and if a corporation, by its officers duly authorized, this _____ day of December, 1988.

BENEFICIARY:

MKDG/BUCK 123 PARTNERSHIP, an Illinois general partnership
By: Miller-Kutznick-Davis-Gray Co., a Colorado general partnership

By: _____
Its: _____

By: BUCK 123 Limited Partnership, an Illinois limited partnership
By: BUCK 123 Company, an Illinois corporation

By: _____
Its: _____

TRUSTEE:

WASYLE NATIONAL BANK,
as Trustee as aforesaid

By: _____
Its: _____

ATTEST:

By: _____
Its: _____

This instrument was prepared by and should be returned to:
Miriam G. Morse
Sonnenschein Carlin Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606

Property of Cook County Clerk's Office

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Property of Cook County Clerks

90431

My Commission Expires:

Notary Public (Seal)

GIVEN under my hand and Notarial Seal this _____ day of December, 1938.

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of _____, of said _____, and _____, of said _____, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such _____ and _____, 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 as aforesaid, for the uses and purposes therein set forth; and the said Bank then and there acknowledged that he, as custodian of the corporate seal of said Bank sealed said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.: _____

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8857-1696

Property of Cook County Clerk's Office

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be a President of Buck 123 Company, an Illinois corporation which is a general partner of Buck 123 Limited Partnership, an Illinois limited partnership which is a general partner of MKDG/Buck 123 Partnership, an Illinois general partnership ("MKDG/Buck"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Buck 123 Company, Buck 123 Limited Partnership and MKDG/Buck for the uses and purposes set forth therein.

Given under my hand and Notarial Seal this _____ day of December, 1988.

Notary Public
(Seal)

My Commission Expires:

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

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9691-7588

Property of Cook County Clerk's Office

90431

My Commission Expires. _____

Notary Public
(Seal)

Given under my hand and Notarial Seal this _____ day of December, 1988.

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that personally known to me to be a general partner of Miller-Klutznick-Davis-Gray Co., a Colorado general partnership which is a general partner of MKDG/Buck 123 Partnership, an Illinois general partnership ("MKDG/Buck"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act and as the free and voluntary act of Miller-Klutznick-Davis-Gray Co. and MKDG/Buck for the uses and purposes set forth therein.

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

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P. 8E

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-88-574696

Property of Cook County Clerk's Office

DEPT-01 RECORDING \$38.60
142222 FROM 7818 12/13/88 14:34:00
4256 * B * -88-574696
COOK COUNTY RECORDER

17-10-133-001 thru 17-10-123-012

P. 12:

LOTS 1 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH THE
VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING SAID
LOTS 1 THROUGH 6 AND LYING NORTH OF AND ADJOINING SAID
LOTS 7 THROUGH 12, IN BLOCK 15 IN KINZIE'S ADDITION TO CHICAGO
IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXHIBIT A