

UNOFFICIAL COPY

88252313

JUN 10 PM 1:54

88252313

ASSIGNMENT OF LEASES & RENTS
AND
CONTRACTS & OTHER INCOME

\$31.00

HIRO REAL ESTATE CO.

-to-

THE DAI-ICHI KANGYO BANK, LIMITED,
New York Branch

Location: 20 North Clark Street
Chicago, Illinois

Dated as of: September 3 1987

This instrument prepared by, and
after recording, please return to:

WINTHROP, STIMSON, PUTNAM & ROBERTS
40 Wall Street
New York, New York 10005
Attention: Harold S. Nathan, Esq.

BOX. 500-IIW

70 99 567 D3

Property of Cook County Clerk's Office

88252313

UNOFFICIAL COPY

3 1 2 1 2 3 1 3

ASSIGNMENT OF LEASES & RENTS AND CONTRACTS & OTHER INCOME

DATE: September 3, 1987

BORROWER: Hiro Real Estate Co., a New York general partnership

LENDER: The Dai-Ichi Kangyo Bank, Limited, New York branch, a banking corporation

PRINCIPAL SUM: an aggregate amount not to exceed \$48,000,000

WITNESSETH:

1. FOR VALUE RECEIVED and as additional security for the Note (as hereinafter defined), Borrower hereby grants, transfers and assigns unto Lender, its successors and assigns, all of the right, title and interest of Borrower in and to all of the following:

(i) all leases, subleases and tenancies relating to the land and improvements located on the land described in Exhibit A attached hereto (such land and improvements and any improvements hereafter located thereon being hereinafter collectively called the "Premises") and any and all further leases, subleases and tenancies following attornment made or entered into upon any part of the Premises, together with all modifications, extensions, renewals, replacements and guarantees thereof (all of the foregoing hereinafter called the "Leases");

(ii) all deposits, income, receipts, benefits, rents, issues, profits, revenues, royalties, and all other revenue producing arrangements, whether written or oral, derived from the Leases or the Contracts and the Premises (all of the foregoing hereinafter called the "Income");

(iii) all contracts and agreements, and all contract rights and the benefits thereof, whether written or oral and any and all further contracts and agreements, arising with respect to the Premises or any part thereof, including, but not limited to, all present and future

contractual arrangements creating rights in the Borrower as a result of its ownership, maintenance or operation of the Premises or any part thereof, and any services, materials and facilities related thereto (hereinafter called the "Contracts").

2. The term of this Assignment shall be until that certain note of even date herewith from Borrower to Lender in an aggregate principal sum not to exceed \$48,000,000 (the "Note") secured by that certain mortgage of even date herewith from Borrower to Lender encumbering the Premises (the "Mortgage") intended to be recorded forthwith in the Office of the Recorder of Deed of Cook County, and any other document or instrument relating thereto encumbering the Premises, including but not limited to that certain Loan Agreement (the "Loan Agreement") of even date herewith between Borrower and Lender (said documents and instruments being collectively referred to herein as the "Loan Documents") shall have been fully paid and satisfied, cancelled and released.

3. Borrower does hereby authorize and empower Lender, its successors and assigns, to collect the Income, as it shall become due and enforce the Leases and Contracts and does hereby direct each of the Tenants of the Premises and all contractual obligors of Borrower to pay such Income as may be owing to the Lender, and to perform any obligations thereunder, respectively, upon demand for payment or performance, as the case may be, by Lender. It is understood and agreed, however, that no such demand shall be made unless and until Borrower has either defaulted in the payment of the Indebtedness (as defined in the Mortgage) or failed to perform its covenants, agreements and obligations under any of the Loan Documents, including but not limited to the Note, the Mortgage or this Assignment, and notice thereof shall have been given and all applicable grace periods, if any, shall have passed without such default being cured. No Tenant shall be obliged to account to Borrower for any amounts paid to Lender pursuant to such demand, and Borrower agrees to look exclusively to Lender for such amounts in the event Borrower shall dispute the propriety of such demand. Until such demand is made, Borrower is authorized to collect or enforce, or continue collecting or enforcing such Leases, Contracts and Income; but such privilege shall not operate to permit the collection or demand for performance by Borrower of any obligation in advance of the date prescribed in the instrument providing therefor except as provided in paragraph 11(viii) hereof.

UNOFFICIAL COPY

4. Lender may, but shall not be obligated to, enter and take possession of the Premises by actual physical possession or by written notice to Borrower given in accordance with the Mortgage. Upon such entry and taking of possession, Lender may:

(i) manage and operate the Premises or any part thereof;

(ii) lease any part of the Premises and/or contract with any third parties relating to the ownership, operation or maintenance of the Premises for such periods of time, and upon such terms and conditions, as Lender may, in its discretion, deem proper;

(iii) enforce, cancel or modify any of the Leases or Contracts;

(iv) demand, collect, sue for, attach, levy, recover, receive, compromise and adjust, and make, execute and deliver receipts and releases for, all Income as such becomes due, owing or payable with respect to the Premises or any part thereof from any present or future Tenants or contractual obligors of Borrower;

(v) institute, prosecute to completion or compromise and settle all summary proceedings, actions for rent or for removing any and all lessees, tenants, subtenants or occupants of the Premises or any part thereof;

(vi) enforce, enjoin or restrain the violation of any of the covenants, agreements, terms, conditions and warranties of any of the Leases or Contracts;

(vii) make such repairs and alterations to the Premises as Lender may, in its discretion, deem proper;

(viii) pay in such order as Lender in its sole discretion shall determine, from and out of the Income, or any other funds (less the expenses of collection, including reasonable attorneys' fees) any taxes, assessments, water rates, sewer rates, or other government or other charges levied, assessed or imposed against the Premises or any part thereof, any delinquencies of principal and interest under the Note and also any other charges, costs and expenses of managing or operating the Premises which Lender in its discretion deems necessary or advisable to pay (including, without limitation, the costs of such insurance policies,

UNOFFICIAL COPY

1 2 3 4 5

repairs and alterations, commissions for renting the Premises or any part thereof, legal expenses in enforcing claims, preparing papers and procuring any other services that may be required). Borrower shall, on demand, pay to Lender all amounts so paid by Lender and such amounts shall be secured by the Loan Documents. The provisions of this subparagraph 4 (viii) and the rights given to Lender hereunder shall inure to the benefit of Lender whether or not Lender shall enter and take possession of the Premises.

5. Notwithstanding any provision to the contrary contained in this Assignment, Lender shall apply any of the rents, issues and profits derived from any of the Leases according to Section 6 of the Mortgage.

6. This Assignment is given as additional security for the performance of each of the obligations and covenants of the Note and all other Loan Documents.

7. Borrower hereby covenants, represents and warrants that the Leases identified on Schedule A hereto are the only Leases in effect as of the date hereof and that the Contracts identified on Schedule B hereto are the only material Contracts in effect as of the date hereof and that none of such Leases or Contracts have been modified or amended except as in such Schedules set forth.

8. Borrower hereby covenants and warrants that it has not executed any prior assignment or pledge of any of the Leases, Contracts or Income.

9. Borrower hereby agrees that so long as any part of the Indebtedness shall remain unpaid, Borrower will make no other assignment, pledge or other disposition of any of the Leases, the Income or rights under the Contracts.

10. Borrower covenants, represents and warrants that the Leases and Contracts are in full force and effect and that (i) there are no defaults by Borrower under any of the Leases or Contracts, or (ii) to the best of Borrower's knowledge, there are no defaults by any party other than Borrower under any of the Leases or Contracts, or events which with the giving of notice or passage of time, or both, would constitute a default under any such Leases or Contracts.

11. Borrower agrees that at its sole expense it (i) will duly and punctually perform and comply with all of its

representations, warranties, covenants in, and the terms and provisions of, the Leases and Contracts; (ii) will not voluntarily terminate, cancel, waive or modify its rights or the obligations of any other party under any of the Leases and Contracts without the express written consent of Lender, which consent shall not be unreasonably withheld or delayed; (iii) will maintain the Leases and Contracts in full force and effect; (iv) will enforce the Leases and Contracts in accordance with their terms; (v) will appear in and defend any action or proceeding arising under or in any manner connected with any of the Leases and Contracts or any of the representations, warranties, covenants and agreements of any parties thereto; (vi) will furnish Lender, upon demand, true and complete copies of all Leases and Contracts now or hereafter created; (vii) will not accept any payment under any Lease more than one (1) month prior to its due date without Lender's express written consent (except prepayments in the nature of security for the performance by the lessees thereunder); and (viii) will take all additional action to these ends as from time to time may reasonably be requested in writing by Lender.

12. In no instance shall Lender be responsible to any lessees or contractual obligors of Borrower for payment of interest upon, or return of, any lease security deposits or other monies, except as provided by law.

13. Lender shall not be obligated to perform or discharge any obligation of Borrower as a result of this Assignment, and Borrower hereby indemnifies and holds Lender harmless against all liability, loss or damage which Lender may incur by reason of any act of Lender under this Assignment, other than acts of gross negligence or willful misconduct by Lender. Should Lender incur any such liability, loss or damage by reason of this Assignment, or in defense against any claims or demands hereunder, the amount thereof (including costs, expenses and reasonable attorneys' fees related thereto), together with interest thereon at the Mortgage Expense Rate (as defined in the Mortgage), but in no event to exceed the maximum lawful rate, shall be included in the Indebtedness, and Borrower shall reimburse Lender therefor immediately upon demand.

14. Borrower agrees from time to time, upon request, to execute and deliver all such instruments and to take all such action for further effectuating this Assignment and carrying out its terms as may reasonably be requested in writing by Lender.

UNOFFICIAL COPY

7-6-2013

15. Nothing herein contained shall be construed as making Lender or its successors and assigns a mortgagee in possession; nor shall Lender or its successors and assigns be liable for laches or failure to collect or enforce the Income, Leases and Contracts.

16. Neither the execution of this Assignment nor any action or inaction on the part of Lender hereunder shall release Borrower from any of its obligations under any of the Leases or Contracts or constitute a waiver of or an assumption of any such obligations by Lender. No action or failure to act on the part of Borrower shall adversely affect or limit, in any way, the rights of Lender under or through this Assignment or any of the Leases and Contracts.

17. Neither the existence of this Assignment nor Lender's exercise of its right to collect the Income or enforce the Leases and Contracts hereunder shall be a waiver by Lender or its successors and assigns of the right to enforce payment of the Indebtedness in strict accordance with the terms and provisions of the Note and the other Loan Documents for which this Assignment is given as additional security.

18. Borrower covenants, represents and warrants that none of the Leases or Contracts require the consent to this Assignment of any tenant or contractual obligor of Borrower, respectively, or if any such consent is required, such consent or consents have been obtained from any such party by Borrower.

19. The word "Tenant" or "Tenants" as used herein shall include all of the parties to, and any persons obligated to Borrower under, any Leases. The word "contractual obligor or obligors of Borrower" as used herein shall include all of the parties to, and any persons obligated to Borrower under, any Contracts. The terms "Borrower" and "Lender" as used herein shall include the parties and their respective successors and assigns.

20. In case any one or more of the provisions contained in this instrument (and in particular any provisions contained in paragraph 4 hereof) shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof (or in particular of paragraph 4 hereof), but this Assignment shall

UNOFFICIAL COPY

be construed as if such invalid, illegal or unenforceable provision had never been included.

21. The Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Borrower has executed this Assignment as of the day and year first above written.

Street Address
of Property:

20 North Clark Street,
Chicago, Illinois

Address of Borrower:

650 Madison Avenue
New York, New York 10022

HIRO REAL ESTATE CO., a New
York general partnership
By: Hiro Enterprise, U.S.A., Inc.,
a Partner

By:

Hiro Enterprise, U.S.A., Inc.
Name: _____

Title: _____

UNOFFICIAL COPY

STATE OF New York)
: SS.:
COUNTY OF New York)

On the 12th day of May, 1988, before me personally came Hirokuni Honzawa, to me known, who, being duly sworn, did depose and say that he resides at 2121 Alca Road, LaCosta, California 90265, that he is the President of HIRO ENTERPRISE, U.S.A., INC., and that he signed his name to the foregoing instrument by order of the Board of Directors of said corporation, and that said corporation is a partner of Hiro Real Estate Co., a New York partnership, and that the foregoing instrument was executed in the name of said partnership as the act and deed of said partnership for the uses and purposes mentioned therein.

[Handwritten Signature]
Notary Public

PAUL D. MARTIN
Notary Public, State of New York
Qualified in New York
Commission Expires Nov. 30, 1989

UNOFFICIAL COPY

EXHIBIT "A"

ALL that certain plot, piece or parcel of land, situate, lying and being in the County of Cook, City of Chicago, and State of Illinois, bounded and described as follows:

PARCEL 1:

LOT 6 (EXCEPT THAT PART TAKEN FOR MADISON STREET) IN BLOCK 56 IN THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

TEMPORARY EASEMENT FOR A PERIOD ENDING MAY 15, 2020 TO ERECT AND MAINTAIN AN EXHAUST STACK IN THE EASEMENT PARCEL DESCRIBED BELOW, TO SERVICE THE OFFICE BUILDING ON PARCEL 1, AS CREATED BY GRANT IN THE EASEMENT AGREEMENT BY AND BETWEEN FRANCISCAN FATHERS OF THE STATE OF ILLINOIS, AN ILLINOIS NOT-FOR-PROFIT CORPORATION, AND HARRIS TRUST AND SAVINGS BANK, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 27, 1978 AND KNOWN AS TRUST NUMBER 39038, DATED MAY 15, 1980 AND RECORDED AUGUST 5, 1980 AS DOCUMENT 25536851, SAID EASEMENT PARCEL BEING DESCRIBED AS FOLLOWS:

AN AIR RIGHT LYING ABOVE A HORIZONTAL PLANE WITH AN ELEVATION OF 33.20 FEET, CITY OF CHICAGO DATUM, OVER THE NORTH 15 FEET OF THE SOUTH 58 FEET 2 INCHES OF THE EAST 4 FEET 8 INCHES OF LOT 7 (LYING NORTH OF MADISON STREET AS WIDENED) IN BLOCK 56 IN ORIGINAL TOWN OF CHICAGO, IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Do N. Clark Chicago IL

11-09-1980 - 004 to - 008

88252313

UNOFFICIAL COPY

SCHEDULE A

Security Deposits

1. John Corbett \$ 900.00
2. Nathanson Gussin \$1550.00
3. Chas. Steinberg \$ 875.00

Leases of the following tenants recite a security deposit was made with the prior defaulting landlord, but Seller has no evidence of payment:

1. Bloom & Zilzenberg \$1,000.00
2. Michael Iuzo 1,000.00
3. Ronald Haddad 675.00
4. Ira Moltz 675.00
5. Robert Monaghan 875.00
6. Theron Rathje 875.00
7. Arthur Nayer 675.00
8. George Skontos 875.00

Tenant Delinquency. As of July 31, 1987 for tenants in possession:

1. Maxim's Restaurant - \$1,049.50.
2. Kanti Pithadia - \$2,081.23.
3. Nancy Morton - \$1,443.49.
4. Michael Weiser - \$11,998.94, check issued 7/29/87 but not yet received in New York.
5. Software Design - Tenant was current until CT sent a corrected billing listing, \$11,574.98 due. Tenant will pay this in installments along with normal monthly payments.
6. Morris & Stella - \$12,565.20, they will pay this off over the next two months.
7. Michael Fuzo - \$5,598.82.
8. Ron Haddad - \$2,002.76, tenant disputes this.
9. George Skontos - \$10,614, in litigation.
10. Ralph Scheu - \$8,362.71, tenant has agreement on payment to pay over the next few months.
11. Dept. of Aviation - \$56.24.
12. Schneckenberg - \$1,027.62.

Leasing Commission. No commissions will be due after closing excepting only payment due to Helmsley-Spear of Illinois, Inc. by Collins Tuttle and Company, Inc. pursuant to written agreement with respect to former tenant in the building, which commission will not be an obligation of Buyer payable in 1990. Commissions are due to Collins Tuttle and Company, Inc. which are to be paid by Seller at or prior to closing for leases to Economic Club of America, Laundrum & Brown, O'Hare Associates and Department of Aviation.

88252313

UNOFFICIAL COPY

1 2 3 2 3 1 1

20 W. Clark Street
Post Mall - July 27, 1987

File #	Contract Date	Term	Area	Base Annual Rent	Landlord's Contribution (Square Feet)	Landlord's Contribution (Percentage of EP)	EPF Contribution (Percentage of EP)	Effective Date	Termination Date	Comments
1.2.3.0.3A	8-8-79	Area 5	16,047	616,704	667,711	7.80%	7.80%	1-1-81	3-31-79	15-year contract. Percentage rent - EP on 616,704 sq ft and 7.8% on all other 616,704 sq ft. No annual rent divided by .074 6748,704 sq ft. No Square footage has been so far as known and historically, the number yearly controls is stated in the lease.
	8-5-79	Academy Savings and Loan	66,817	8786,400	913,531	33.33%	33.33%	1-1-86	1-1-86	15-yr. option to buy 6th floor for 175,000; 70 North Clark tobacco and tobacco accessories. Lease commences for 5th fl., on 10-11-86, and 36th floors plus accumulated interest. Option on ground floor if and when available at same terms.
	8-5-8	Bank of Philadelphia	175	917,000	913,531	33.33%	33.33%	1-1-86	7-9-81	none
	8-5-8	10 North Clark St. (Sub of Acropolis)	11,097	9177,557	913,531	33.33%	33.33%	1-1-86	9-15-99	none
	8-5-8	2151	9,479	919,065	913,531	33.33%	33.33%	1-1-86	12-31-87	Right of first refusal on conditions. 5, 10th increased area from 9,479 sq. ft. to 12,350 sq. ft. All renter's public consider.
	8-11-8	Trustee's Building	6,979	936,876	913,531	33.33%	33.33%	1-1-86	8-10-99	Right of first refusal on conditions. 5, 10th increased area from 9,479 sq. ft. to 12,350 sq. ft. All renter's public consider.

88252313

Case No.	Party	Amount	Date	Notes	Case No.	Date	Notes
5	John Parent	6,325	8-17-80	851,637 to 12 (18); 898,232 to 8 22 80	898,232	8-17-80	Landlord will rent or clean every five years. Tenant has vacated.
6	Consulate of Romania	1,705	8-17-80	812,233 to 8 00 to 8 01 818,878 to 8 01 to 8 07 828,483 to 8 02 to 8 03 837,388 to 8 03 to 8 04 847,393 to 8 03 to 8 05 856,208 to 8 05 to 8 06 865,023 to 8 06 to 8 07 873,838 to 8 07 to 8 08 882,653 to 8 08 to 8 09 891,468 to 8 09 to 8 10	891,468	8-17-80	View up rental in line of tax, operating, and CPI increases.
7	Zalotko & Pinski	3,197	8-17-80	897,650	897,650	8-17-80	Landlord will reduce 5% rate twice during term. Original lease dated 12-13-79. Amendment 05 dated 12-31-81. SI cap on operating costs for 32% of LL over term of lease. SI annual cap on operating costs at 3466 sq. ft.
8	Goldman & Williams	5,017	8-17-80	919,879	919,879	8-17-80	Proposal stipulating an additional 6340 sq. ft. on 5th floor and to give up 1,900 sq ft floor
9	Pratt Industrial Press	1,201	8-17-80	919,879	919,879	8-17-80	Tenant has vacated and is in default.
10	Woods & Sullivan	1,189	8-17-80	919,879	919,879	8-17-80	same
11	Capital Supervisor	8,287	8-17-80	927,509	927,509	8-17-80	Amount of increased area by 2,196 sq. ft. (10-30-82). Proposal stipulating for additional space. SI regulated waste for 1987 and 88 for LL.
12	Pratt Industrial Press	1,001	8-17-80	919,879	919,879	8-17-80	same
13	Shawco, Sullivan, Shaver & Williams	2,449	8-17-80	919,879	919,879	8-17-80	same
14	Caro Properties	6,000	8-17-80	919,879	919,879	8-17-80	1-18-81. Record right of first refusal on conference October 1986.

UNOFFICIAL COPY

1 2 3 1 3

Case No.	Party	Amount	Rate	Term	Start Date	End Date	Notes		
6-11-84	State Employees	706	917,192	913,610	0.712	1-1-86	6-76-91	LL most noted on each	
2-18-87	Cardinalium (Comm of M.A. Commercial)	1,700	917,873	913,610	0.492	1-1-91	4-30-91	none	
9-15-81	Parsons Credit	2,907	955,707	913,610	0.811	1-1-86	9-30-90	use comments (off) corrected per letter dated 7-1-85.	
4-30-87	FSLIC	5,910	997,193	913,613	Initial for all FSLIC case 4-731	none	12-31-87	tenant is fleeing case on an adj. pr. 11-1-87	
undated	FSLIC	2,357	Ref. CFI, and expense reimbursement are included in tenant's 018 floor space. Utilized on 1,800	none	none	4-30-87	none	LL will quit and transfer office.	
3-71-80	Stegan Baraball Soubere	6,169	999,640	913,610	1,792	none	9-18-80	9-18-80	Due 5-yr renewal within - 501 CFI.
4-18-87	Stegan Baraball Soubere	4,771	975,316	913,610	1,302	annually	3-1-87	9-18-80	none
8-25-86	Wendy Martin	807	918,907	1,570,919	0.772	1-1-91	6-30-91	none	Reel commences 11-1-86
3-19-80	Dyde Ann	2,875	953,191	913,613	0.702	1-1-86	8-15-80	8-16-90	none
3-20-80	Demetris & Pops	2,000	927,604	913,610	0.702	1-1-86	11-1-80	11-1-87	Right of first refusal on adjacent (B) et. pr. 11-1-87
12-10-81	Chase & Berore	2,350	917,600	913,610	0.632	1-1-86	3-1-82	3-28-92	Due 5-yr renewal to renew - same term.
12-20-84	Collins Toffie	2,309	970,800	1,076,609	0.692	1-1-91	6-17-87	3-31-97	Right of first refusal to adjacent space 5 year within to renew at adjusted rental rate or 90% of market rate.
9-13-84	Foster Wheeler	3,370	975,751	913,610	0.972	1-1-86	10-3-80	10-2-90	Landlord will remain during lease term. Lease dated 6-30-80 Amendment dated 3-15-84.
5-16-80	Richard Messer T	4,359	948,371	913,610	1,711	1-1-86	9-19-80	9-11-90	Due 5 yr within to renew - same term and Schill, at the same

88252313

UNOFFICIAL COPY

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

Case No.	Party	Amount	Date	Notes
12	Richard Besser II	1,000	8-10-86	One 5-yr option to purchase all rights to building standard during lease term.
14	809	11,183	11-21-89	none
16	20 North Clark (sub of 809)	2,353	11-21-89	none
18	Software Decision	2,753	5-18-81	none
17	Leasehold Emphases & Sideer Moralties	6,672	5-27-81	none
7	Feral Resources Marketing	1,199	6-18-86	none
17	Kenneth Title Insurance Corp.	6,070	6-20-86	none
18	Enclination Co.	2,000	12-1-87	none
9	Enclination Comm'l For North American 218275	8,676	3-18-87	none
9	Morris & Staffels (successors of)	2,589	6-11-87	none

88252313

UNOFFICIAL COPY

1 2 3 4 5 6 7 8 9 10 11 12 13

Mission-Collar
& Barrelet

Case No.	Plaintiff	Defendant	Amount	Date	Notes									
77-8-24	9-18-84	Landon & Brown	10,156	8233,570	919,879	913,633	3,932	7-1-86 1-1-91	90,000 50,000	10-1-84	9-30-89	Right to Redeem is as per contract at market rate. Two years to raise at same time. Third option is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.
78-8-24	9-18-84	Landon & Brown	10,156	8233,570	919,879	913,633	3,932	7-1-86 1-1-91	90,000 50,000	10-1-84	9-30-89	Right to Redeem is as per contract at market rate. Two years to raise at same time. Third option is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.
79-8-24	9-18-84	Landon & Brown	10,156	8233,570	919,879	913,633	3,932	7-1-86 1-1-91	90,000 50,000	10-1-84	9-30-89	Right to Redeem is as per contract at market rate. Two years to raise at same time. Third option is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.	Redemption period is 30 days after first notice. Second notice is for 2 years with 60 days notice. Third notice is identical to second.

88252313

UNOFFICIAL COPY

Case No.	Plaintiff	Defendant	Amount	Filed	Settled	Dismissed	Remarks				
8-78-87	Economic Club of Chicago	3,278	29,396	credited reserve base 3,801,000	0.352	3-1-91	40,000	9-1-87	0-11-91	Over 5 year option of period. 100 days written notice.	In 31st mtg of board. (Amount's annual base cost is \$70,000).
	Northshore & Brookshire	3,153	666,789	913,633	0.753	1-1-86	60,000	1-1-87	12-31-89	Amount reestablished right to leave 1990 a.d. during calendar 1991. Standard has option to terminate after 5 yr. option to leave at any time.	
3-5-86	Seuchshore	3,010	819,126	913,633	0.892	3-1-91	80,000	6-2-86	11-30-90	Right of 1st refusal on 5th a.d. of a rate of 1.00% (100%) on 5th a.d. of 1991. Amount adjusted and refused an adjacent 17% of rate and accrued 600 days after 8/28/87 receiving 11 notice	CPA calculation based on \$125,000/yr
6-31-85	Van Dorn & Edgar	3,010	939,827	919,819	0.932	1-1-86	80,000	5-1-85	7-31-89		
	City of Chicago Econ. Development	11,525	8233,376								
			8-1-86								
			8296,935								
			8-1-87								
			8283,258								
			8-1-88								
6-27-87	Ware Development	5,192	889,560	919,819	1.251			5-1-87	month to month		11.00% to amount with 60 days notice.
6-21-87	City of Chicago Council of Economic Development	11,525	8236,837								
			7-1-88								
			8296,899								
			7-1-89								
			8283,875								
7-7-87	Ware Development	11,525	8199,936	919,819	3.180			7-1-85	12-31-87	Requesting leave for an additional year.	11.00% to amount with 60 days notice with 60 days notice for floor.
10-25-87	Eastern, Illinois	5,185	887,773	1,793,015	1.631	1-1-86	80,000	10-25-87	11-30-87	Over 5 yr option to leave at any time 100 CPI on 1-1-91. Base years are not stated in issue. Base amounts are based on billing.	
6-19-87	St. Louis, Mo.	6,369	9109,909	887,668	1.731	1-1-86	80,000	7-1-87	6-30-87	Amount has vacated. Amount delivered 12-month termination notice and	

88252313

Contract No.	Contract Date	Tenant	Office Number	Area (Sq Ft)	Annual Rent (\$)	Prop. Share	Operating Expense	Landlord's Contribution	Tenant's Contribution	CPA Effective Date	Comments
27	4-30-89	AMS	100	51,675	887,650	944,811	0.011			1-1-86 1-1-91 1-1-95 1-1-2001 1-1-2006	172,000 monthly on 4-30-89. The 100 office in re-tenanting closed, same as at CPJ adjustment. Loss on 3rd floor.
28	4-30-89	AMS	11-575	187,291	887,640	944,835	3.182			1-1-86 1-1-91 1-1-95 1-1-2001 1-1-2006	The 100 office to re-tenant at CPJ adjustment. Loss of 3000 annual rent on 4-1-86, 1000 on 4-1-91, 1000 on 4-1-95, 2000 on 4-1-2001 and 2000 on 4-1-2006.
29	5-23-89	AMS	2-667	812,379	887,640	944,835	0.702			4-16-89	The 2nd office to re-tenant at CPJ adjustment.
30	2-18-91	Carroll and Brandt	2-987	673,667	919,879	913,633	0.872			5-2-91	new tenant has given notice to vacate 7/31/97.
31	6-18-91	National Bank of Canada	6-526	6158,160	919,879	913,633	2.343			4-25-91	CPA firm on 2,000 of 3rd floor on 4-1-91. 6-18-91 increased area to at market rate. Netting 6000.0 of the months to extend for 5 yr, from rent on office space at market. and five months free rent on new space.
32	11-1-87	Jack Torbett	20 B 27	616,000						12-31-89	
33	11-1-87	Ralph Schem	20	617,000						12-31-89	
34	1-1-88	Steinhilber	7	618,000						11-30-87	
35	1-1-88	Steinhilber & Steinhilber	5	617,000						11-30-87	
36	1-1-83	Devereaux	16	616,200 (has 1985 616,000 1986 1987)	919,879	913,633	0.132			annually on 1-1-83	Right to refer to any other 3 office if available. Tenant is in default. In litigation.
37		Dr. Eric. Inc. (former) office		61,200						9-30-87	new tenant provides ramp stairs built for 2 hrs daily and 11 rebarbed

All are to expiring with all tenants on the 25th floor (to same 1111 12-31-89) at same terms, except on the library area.

UNOFFICIAL COPY

Year	Position	Rate	Amount	Actual Cost	Rate	Amount	Rate	Amount	Notes
7-1-07	Arthur Davis	21	\$8,100	\$19,879	\$13,433	\$0.151 annually on lease yr.	\$0.001	\$0.40-07	rent for salary cont same 7-1-07 was annual base rent \$8,100. no lease through, lease expires 12-31-08.
8-16-01	Robert Monahan	7	\$18,500	\$19,879 actual cost 8/02 /103	\$13,433	\$0.131 annually from 7-1-03	\$0.001	7-31-07	Additional rent is \$50.00/month for secretarial area outside town's office.
8-16-07	Thomas Bellis	1	\$18,500	\$19,879	\$13,433	\$0.131 annually on lease yr.	\$0.001	7-31-07	Additional rent is \$50.00/month for secretarial area outside town's office.
8-1-03	Matthews & Sullivan Business	9 & 17	\$18,600	\$1,703,615	\$1,709,765	0.273 2-1-04 and annually thereafter	\$0.001	12-31-07	Franchised office to cancel.
	John Miller	23	\$6,100	\$19,879	\$13,433	\$0.097 annually on lease yr.	\$0.001	9-1-06	LI on bonded copy cancel lease with 30 days notice.
	Bernard Miller	26 & 27	\$12,600					cancel to months	LI on bonded copy cancel lease with 30 days notice.
	James Hoffman	19	\$6,000					cancel to months	LI on bonded copy cancel lease with 30 days notice.
8-1-04	Richard Long	8	\$12,000	\$19,879	\$13,433	\$0.131 annually on lease yr.	\$0.001	11-31-07	Additional rent is \$50.00/month for secretarial area outside town's office. LI expires to purchase secretarial desk from town at \$33 of original cost.
8-1-04	Thomas Hubbard	01	\$6,100	\$1,703,615	\$1,709,765	\$0.097 annually on lease yr.	\$0.001	1-1-08	Additional rent is \$50.00/month for secretarial area outside town's office. LI expires to purchase secretarial desk from town at \$33 of original cost.
	Thomas Hubbard	01	\$6,000	\$19,879	\$13,433	\$0.097 annually on lease yr.	\$0.001	7-1-07	Additional rent is \$50.00/month for secretarial area outside town's office. LI expires to purchase secretarial desk from town at \$33 of original cost.
	Thomas Hubbard	09	\$6,000					12-31-07	Additional rent is \$50.00/month for secretarial area outside town's office. LI expires to purchase secretarial desk from town at \$33 of original cost.
	Carlyle Thomas Hubbard	5 & 13	\$12,000					cancel to months	LI has right to
	Carlyle Thomas Hubbard	01 & 13	\$1,000					cancel to months	LI has right to

7 2 1 3 1 3

Resumes

vacation amount with
30 days notice.
tenant has right to
cancel with 30 days
notice.

month

Julius H. Colver

11 66,000

none

none

none

none

none

12-31-87

none tenant must give 11 day
notice to cancel plus 2
month's base rent

James P. McCarly

15 84,000

none

none

none

none

none

12-31-87

none tenant must give 11 day
notice to cancel plus 1
month's base rent

Landlord will provide and maintain a law library for 2nd floor tenants' use.
Landlord will provide recreational and telephone answering service for the 2nd floor
from 9:00 am to 5:00 pm Monday through Friday, holidays excluded.

Property of Cook County Clerk's Office

88252313

UNOFFICIAL COPY

SCHEDULE B

Central Pension Fund International Union of Operating Engineers. Contract dated January 15, 1984. Renewal date May 31, 1986.

Barbara Coleman Company. Preventive Maintenance. Contract dated February 7, 1986. Price firm until October. Contract continues from year to year until terminated, to be terminated by giving 30 days' notice prior to anniversary date.

Stuart - Dean. Metal Maintenance. Contract expires April. Automatic 3-year renewal period and right of termination 90 days prior to expiration of any period.

E. and M. Engineering. Elevator Service Maintenance. Contract expires January 1, 1992 with year to year renewal subject to termination on 90 days' notice prior to anniversary date.

York Maintenance. Agreement dated November 4, 1986 with automatic yearly renewal beginning January 1, 1988.

Wells Fargo Fire Alarm Service. Contract dated May 14, 1987.

National Cleaning Contractor. Letter agreement of January 14, 1985. Renewal by rollover.

SCS Services, Inc. Contracts for 3 copy machines effective to March 12, 1988.

H. & W. Window Cleaning. Agreement dated May 20, 1985. Terms expire May 31, 1986. Building is working on automatic rollover.

DeNormandie. Contract for Uniforms. On rollover term.

Mark's Pest Control. Contract dated July 23, 1981 for a period of 1 year. Automatic rollover.

H. Hoving & Sons. Rubbish Removal. Original contract is 1 year from January 1, 1983 with year to year rollover with right to cancel 30 days' prior to anniversary date.

Miscellaneous Insurance Contracts with Near North Insurance Agency.

There is a contract with Federal Express under which they have a box in the lobby. The contract is dated May 13, 1982.

Local 399, Stationary Engineers 6/1/86 - 5/31/88.

88252313