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GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") is made this 31 day of July, 1989 by and among LA SALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement dated March 1, 1979 and known as Trust No. 100388 ("Trustee") and KENNETH L. TUCKER, authorized agent for the co-owners of the beneficial interest pursuant to that certain Termination Agreement Relating to Chicago Ridge Venture and Operating Agreement Among Co-Owners dated June 30, 1986 ("Authorized Agent") (collectively, "Assignor") and JMB/CHICAGO RIDGE MALL ASSOCIATES, an Illinois general partnership ("Assignee").

W I T N E S S E T H:

Assignor and U. S. Investor's, Inc., a Texas corporation, entered into that certain Agreement of Purchase and Sale dated as of August 5, 1986, as amended August 6, 1986 ("Purchase Agreement") respecting the sale of the property described therein. The interest of U.S. Investors Services, Inc. in the Purchase Agreement was assigned to Lehndorff Chicago Ridge Venture, a Texas joint Venture (the "Venture") and was further assigned by the Venture to Assignee. The Purchase Agreement was supplemented by those certain letter agreements dated June 4, 1987, October 21, 1987, March 31, 1988 and January 27, 1989 between Assignor and Assignee. Such Purchase Agreement, together with all amendments and supplements thereto shall be referred to as the "Original Purchase Agreement". Except as provided herein, all capitalized terms used herein shall have the same meaning for such term as set forth in the Original Purchase Agreement. The Original Purchase Agreement contemplates that Assignor will convey the Madigans Site and the Madigans Store to Assignee in accordance with the terms of the Original Purchase Agreement. The Madigans Site and the Madigans Store (collectively, the "Project") are legally described on attached Exhibit "A" and are part of a regional shopping center known as "Chicago Ridge Mall".

Under the Original Purchase Agreement, Assignor is obligated to assign to Assignee any and all of Assignor's right, title and interest, if any, in and to:

- (a) those certain construction contracts, service agreements, maintenance contracts, warranties, guarantees and bonds, together with all supplements, amendments and modifications thereto which are described on Exhibit "B" attached hereto ("Service Contracts");

This document prepared by and when recorded return to
JMB Realty Corp.
900 N. Michigan Ave
Chicago, Ill. 60611

COOK COUNTY, ILLINOIS
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(b) all licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps and entitlements issued, approved or granted by "Authorities" (as defined in the Original Purchase Agreement) or otherwise in connection with the Project; any and all other trade names, trademarks, and logos used by Assignor in the operation and identification of the Madigans Store and/or the Madigans Site; any and all development rights and other intangible rights, titles, interests, privileges and appurtenances owned by Assignor and in any way related to or used in connection with the Project and its operation; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities and to insure vehicular and pedestrian ingress and egress to the Madigans Site and the Madigans Store ("Licenses and Permits"); and

(c) all financial and other books and records maintained in connection with the operation of the Project, all preliminary, final and proposed building plans and specifications (including "as-built") drawings) respecting the Madigans Store and all structural reviews, architectural drawings and engineering, soils, seismic, geologic and architectural reports, studies and certificates and other documents pertaining to the Project but only to the extent any of the foregoing items are within the possession of, under the control of or reasonably available to Assignor ("Records and Plans").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

Effective upon the date of this Assignment, Assignor hereby assigns, sells, transfers, sets over and delivers unto Assignee all of Assignor's estate, right, title and interest, if any, in and to the Service Contracts, Licenses and Permits and Records and Plans and Assignee hereby accepts such assignment.

Trustee represents to Assignee, and Authorized Agent represents and warrants to Assignee, as follows:

(i) that there exist no construction contracts, service agreements, maintenance contracts, warranties, guarantees and/or bonds (whether oral or written) which will affect or which will be obligations of Assignee, Assignor's interest in the Project or any portion thereof other than those set forth on the list of Service Contracts attached as Exhibit "B" to this Assignment and there are no amendments, modifications, supplements or changes to such Service Contracts except as set forth on Exhibit "B";

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(ii) that, except as otherwise approved or deemed approved by Assignee under the Original Purchase Agreement, no Service Contract, License and Permit or Record and Plan has been amended nor have any notices of breach or default been received by Assignor under any Service Contract, License and Permit or Record and Plan nor have claims been asserted in writing or suits been threatened in writing or commenced by other parties thereto;

(iii) that the Records and Plans are all of such Records and Plans which are within the possession of, under the control of or reasonably available to Assignor at no more than nominal cost to Assignor;

(iv) that the Records and Plans have been fully paid for and are not subject to any liens, encumbrances or claims of any kind; and

(v) that the transfer and assignment of the Records and Plans, Licenses and Permits and Service Contracts to Assignee does not require the consent of third parties.

Such warranties and representations shall survive the execution and delivery of this Assignment for a period of only eighteen (18) months after the effective date of this Assignment, and shall automatically expire at the end of such eighteen (18) month period unless Assignee has previously made a claim in writing thereunder.

Assignor hereby covenants that Assignor will, at any time and from time to time, upon written request therefor, execute and deliver to Assignee, Assignee's successors, nominees and assigns, any new or confirmatory instruments which Assignee, Assignee's successors, nominees and assigns may reasonably request in order to fully assign and transfer to and vest in Assignee, or Assignee's successors, nominees and assigns, and to protect Assignee's or Assignee's successors, nominees and assigns right, title and interest in and to the Service Contracts, Licenses and Permits, and Records and Plans or to otherwise realize upon or enjoy such rights in and to the Service Contracts, Licenses and Permits, and Records and Plans.

Except as provided in (a) Paragraph 28(e) of the Original Purchase Agreement and (b) Paragraph 2 of the Assignment and Assumption Agreement between Assignor and Assignee pertaining to the Madigans Lease of even date herewith, Assignee hereby assumes the performance of all of the terms, covenants and conditions imposed upon Assignor under the Service Contracts, Licenses and Permits, and Records and Plans accruing or arising on or after the effective date of this Assignment.

Except as provided in (a) Paragraph 28(e) of the Original Purchase Agreement and (b) Paragraph 2 of the Assignment

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and Assumption Agreement between Assignor and Assignee pertaining to the Madigans Lease of even date herewith, for a period of eighteen (18) months following the effective date of this Assignment, Assignee hereby agrees to indemnify and hold harmless Assignor, Assignor's agents and Assignor's and their successors and assigns from and against any and all claims, losses, liabilities and expenses, including reasonable attorneys' fees, suffered or incurred by Assignor by reason of any breach by Assignee from and after the effective date of this Assignment of any of Assignee's obligations under the Service Contracts, Licenses and Permits or Records and Plans.

For a period of eighteen (18) months following the effective date of this Assignment, Assignor hereby agrees to indemnify and hold harmless Assignee, Assignee's agents and Assignee's and their successors and assigns from and against any and all claims, losses, liabilities and expenses, including reasonable attorneys' fees, suffered or incurred by Assignor by reason of any breach by Assignor prior to the effective date of this Assignment of any of Assignor's obligations under the Service Contracts, Licenses and Permits or Records and Plans.

In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements or provisions on the part of the other party arising out of this Assignment, then in that event the prevailing party shall be entitled to have and recover of and from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.

This Assignment shall be binding upon and inure to the benefit of the successors, assignees, personal representatives, heirs and legatees of all the respective parties hereto.

This Assignment shall be governed by, interpreted under, and construed and enforceable in accordance with, the laws of the State of Illinois.

No advisor, trustee, director, officer, employee, (including, without limitation, the individual signatory hereto) beneficiary, shareholder, participant or agent of or in Assignee (including, but not limited to, JMB Endowment Advisors, JMB Institutional Advisors III and JMB Institutional Realty Corporation), JMB Endowment Advisors, JMB Institutional Advisors III or JMB Institutional Realty Corporation shall have any personal liability, directly or indirectly, under or in connection with this Assignment or any agreement made or entered into under or pursuant to the provisions of this Assignment, or amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter, and Assignor and their successors and assigns and, without limitation all other persons and entities,

Hereof

Trustee's

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Execution Rider Attached Hereto And Made A Part

RIDER ATTACHED TO AND MADE A PART OF DOCUMENT ...
DATED 7-31-89 UNDER TRUST NO. 100388

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. All the terms, provisions, stipulations, covenants and conditions to be performed by LaSALLE NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against LaSALLE NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this instrument.

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shall look solely to Assignee's assets (or the assets of the partners of Assignee) for the payment of any claim or for any performance. Nothing contained herein shall be deemed to preclude Assignor from having recourse against the partners of Assignee but solely in their capacity as partners.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNOR:

LA SALLE NATIONAL BANK, Not
Personally, But as Trustee
as Aforesaid

By [Signature]
Its: ASSISTANT VICE PRESIDENT

By [Signature]
Its: ASSISTANT SECRETARY

[Signature]
KENNETH L. TUCKER, duly authorized
agent for the Co-Owners, successors-
in-interest to Chicago Ridge Venture

ASSIGNEE:

JMB/CHICAGO RIDGE MALL ASSOCIATES, An
Illinois general partnership

By: JMB GROUP TRUST III, an Illinois
trust, its General Partner

By: JMB Institutional Advisors-III,
an Illinois general partnership,
Its Investment Manager

BY: JMB INSTITUTIONAL REALTY CORPORATION
an Illinois corporation,
Its Managing Partner

By [Signature]
Its: VICE PRESIDENT

By: ENDOWMENT AND FOUNDATION REALTY,
LTD.-JMB-III, a Delaware
corporation, its General Partner

By: JMB Endowment Advisors, an
Illinois general partnership,
its Investment Advisor

By JMB Institutional Realty Corporation, an
Illinois corporation, its Managing Partner

By [Signature]
Its: VICE PRESIDENT

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EXHIBIT A LEGAL DESCRIPTION

PARCEL 1:

LOT 12 IN CHICAGO RIDGE MALL 3RD RESUBDIVISION, BEING A RESUBDIVISION OF LOT 1 IN CHICAGO RIDGE MALL RESUBDIVISION OF LOT 6 OF CHICAGO RIDGE MALL SUBDIVISION AND LOTS 8 AND 9 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS COOK COUNTY, ILLINOIS.

ALSO

PARCEL 2:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS, DELIVERY, PARKING OF VEHICLES, PASSAGE AND ACCOMODATION OF PEDESTRIANS, USE AND OPERATION OF THE COMMON AREA, USE OF AND ABUTMENT TO THE MALL, THE RIGHT OF SELF-HELP IN PERFORMING CERTAIN OBLIGATIONS REQUIRED OF ADJOINING OWNERS THE RIGHT TO REPAIR STRUCTURES ON ADJOINING PARCELS; THE USE OF THE "RING ROAD"; THE RIGHT TO CREATE CERTAIN ENCROACHMENTS ON ADJOINING BUILDINGS AND THE INSTALLATION, OPERATION, MAINTENANCE, REPAIR, REPLACEMENT, RELOCATION AND REMOVAL OF UTILITY LINES, LIGHTS, SIGNS AND PROTECTION DEVICES CREATED BY THAT CERTAIN CHICAGO-RIDGE OPERATING AGREEMENT (CROA) DATED MAY 1, 1980 RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON JUNE 12, 1980 AS DOCUMENT NUMBER 25488410 WHICH CROA WAS AMENDED BY THAT CERTAIN AMENDED AND RESTATED OPERATING AGREEMENT DATED DECEMBER 19, 1983 AND RECORDED ON JANUARY 25, 1984 AS DOCUMENT NUMBER 26944026 AS AMENDED BY INSTRUMENT RECORDED JULY 22, 1987 AS DOCUMENT 87402137, ALL IN, OVER, ACROSS AND UNDER THE LAND DESCRIBED IN EXHIBIT A-1, PARTS I, II, III AND IV, ATTACHED TO AND FORMING A PART OF SAID CROA AND AMENDED AND RESTATED OPERATING AGREEMENT RECORDED AS AFORESAID, EXCEPT THAT PORTION OF THE LAND DESCRIBED IN EXHIBIT A-1, AFORESAID, FALLING IN PARCEL 1 HEREIN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS TO AND TO USE THE PARKING AREAS CONTAINED WITHIN LOT 3 IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED DECEMBER 28, 1981 AND RECORDED JANUARY 12, 1982 AS DOCUMENT NUMBER 26109859, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF, AND APPURTENANT TO, PARCEL 1 FOR INGRESS AND EGRESS OVER AND UPON LOT 4 AND TO USE THOSE PORTIONS OF LOT 4 IMPROVED FROM TIME TO TIME WITH PARKING AREAS IN CHICAGO RIDGE MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 7, TOWNSHIP 37 NORTH, RANGE 13, DATED OCTOBER 23, 1986 RECORDED OCTOBER 27, 1986 AS DOCUMENT NUMBER 86501582, IN COOK COUNTY, ILLINOIS.

Permanent Index No. 24-07-216-031

Address of Property:

Northwest Corner of 95th Street and Ridgeland Avenue
Chicago Ridge, Illinois

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EXHIBIT B.

NONE

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