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(b) All of the right, title, interest and benefit of the Assignor, in, to and under any and all warrants, affidavits, lien waivers and guarantees pertaining to any of the improvements and/or land which comprises a part of the Premises and/or the construction of any such improvements, including, but not limited to, (i) the guaranty of Trans-National Construction Company, the general contractor engaged by Assignor to construct such improvements as contained in that certain Construction Contract

(4) The undersigned hereby irrevocably designate and appoint Assignee and any of its designated agents as the undersigned's attorney-in-fact to endorse over to Assignee any checks for rent or other amounts hereafter delivered by any Tenant under any Lease, if any such checks are made payable in the name of the undersigned, with the same effect as if the undersigned itself had executed such endorsement. The undersigned hereby ratifies any such endorsement to be made by Assignee or its designated agents pursuant to this power-of-attorney. This power-of-attorney is coupled with an interest and is irrevocable.

(3) The undersigned agree to pay, indemnify, protect, defend and hold Assignee harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under or related to the said Leases first arising or accruing on or before the date hereof. Assignee agrees to pay, indemnify, protect, defend and hold the undersigned harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under or related to the said Leases first arising or accruing after the date hereof, including, without limitation, completing all tenant finish work required of landlord under said Leases, and lease commissions due under said Leases.

(2) The undersigned hereby warrant and represent that the right, title, and interest of Assignor as landlord under the said Leases are unencumbered.

(a) (1) Those certain leases pertaining to the land described in Exhibit "A", attached hereto and made a part hereof, and the improvements thereon (collectively, the "Premises"), or to any portion of the Premises, which leases are described in Exhibit "B", attached hereto and made a part hereof, together with all rents, security deposits, issues and profits under such leases;

FOR VALUE RECEIVED, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereto, the undersigned, LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated September 4, 1986 and known as Trust No. 110309 ("Trustee") and Norman Gartinkel, Richard Blanco and Vincent Bianco (collectively, "Beneficiary") (Trustee and Beneficiary are sometimes hereinafter referred to collectively as "Assignor"), pursuant to that certain Agreement of Sale and Purchase ("Agreement") dated September 19, 1988 between Assignor and Assignee (as defined below) hereby assign, set over and transfer to The Mutual Life Insurance Company of New York, a New York corporation ("Assignee"), all right, title, benefit and interest Trustee, Beneficiary and Assignor have in, to or arising under:

89574390
ASSIGNMENT OF LEASES, WARRANTIES,
SERVICE CONTRACTS AND INTANGIBLES

via court order
180 N. 5th St
Chicago, Ill. 60610

Q# 72-37-044D2

89574390

\$19.00

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dated August 15, 1988, between said Contractor and Beneficiary, which guaranty Beneficiary represents to Assignee is so assignable to Assignee, and (ii) all other guaranties, to the extent assignable, from any other general contractor and/or subcontractors having performed work or supplied materials or equipment to or for the Premises or any portion thereof;

(c) (1) All of Assignor's right, title, interest and benefit in, to and under those certain service contracts, if any, described in Exhibit C, attached hereto and made a part hereof.

(2) The undersigned agree to pay, indemnify, protect, defend and hold Assignee harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under or related to the said contracts first arising or accruing on or before the date hereof. Assignee agrees to pay, indemnify, protect, defend and hold the undersigned harmless from and against any claims, defaults, or other liabilities (including, without limitation, court costs and attorneys' fees) under or related to the items of intangible personal property that are owned by the Assignor and used in connection with the Premises, including, without limitation, the names Fortune Business Campus and Fortune Business Center, and the good will, if any, associated therewith and/or with any portion of the Premises.

(e) Assignor hereby acknowledges that from this date Assignee has succeeded to all of Assignor's right, title, and standing.

(a) to receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;

(b) to institute and prosecute all proceedings and take all action that Assignee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interest, and benefits transferred and assigned hereby;

(c) to defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interest, and benefits and do all other such acts and things in relation thereto as Assignee, in its sole discretion, shall deem advisable.

This Assignment shall be governed and construed in accordance with the laws of the State of Illinois.

This Assignment shall inure to the benefit of, and be binding upon, the respective successors, assigns and legal representatives of the parties hereto.

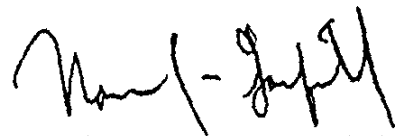
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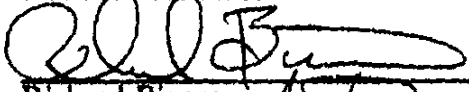
This Assignment is executed by LaSalle National Bank, not personally, but solely as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and no personal liability shall be asserted or be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement.

Executed as of November 22, 1989.

LaSalle National Bank, a national banking association, not personally, but as Trustee, as aforesaid

By: _____
Its: ASSISTANT VICE PRESIDENT


Norma Garfinkel


Richard Bianco

Attest:
By: 
Its: ASSISTANT SECRETARY


Vincent Bianco

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing Assignment and pursuant to the Agreement, The Mutual Life Insurance Company of New York, accepts the foregoing Assignment and agrees to the terms thereof and the obligations of Assignee specified in Paragraphs (a)(3) and (c)(2) thereof.

Executed as of the date of the foregoing Assignment.

The Mutual Life Insurance
Company of New York

By: _____

RIDER TO ASSIGNMENT OF LEASES, WARRANTIES, SERVICE
CONTRACTS & INTANGIBLES. (AND LETTERS TO TENANTS)

LA SALLE NATIONAL BANK, AS TRUSTEE, EXECUTES THIS DOCUMENT SOLELY UPON INFORMATION & AND BELIEF FURNISHED BY THE BENEFICIARY/IES OF THE AFORESAID TRUST FOR THE SOLE PURPOSE OF BINDING THE TRUST ESTATE UNDER SAID TRUST AND FOR NO OTHER PURPOSE. THE TRUSTEE DID NOT EXECUTE THE ORIGINAL LEASES AND DOES NOT HAVE ANY KNOWLEDGE OF THE FACTS OR STATEMENTS THEREIN CONTAINED. THE TRUSTEE DOES NOT WARRANT, INDEMNIFY, HOLD HARMLESS, DEFEND TITLE NOR IS IT RESPONSIBLE FOR ANY ENVIRONMENTAL DAMAGE.

SEES ATTACHED HERETO IS EXPLICITLY MADE A PART HEREOF

COOK COUNTY, ILLINOIS
NOV 23 1989
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STATE OF ILLINOIS

COUNTY OF COOK

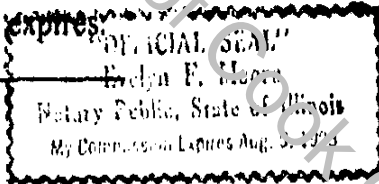
)
)SS.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT Corinne Bek and Rita Slina Wolter, and
Assistant Vice President & ASSISTANT SECRETARY of LASALLE NATIONAL BANK, a national
banking association, as Trustee under Trust No. 110309, who are personally known to me
to be the same persons whose names are subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that they signed and delivered the said
instrument as such officers of said Bank as their own free and voluntary act and as the free
and voluntary act of said Bank as aforesaid, for the uses and purposes therein set forth.

Given under my hand and official seal, this 26 day of Nov., 1989.

Edlyn F. Moore
Notary Public

My commission expires:



STATE OF ILLINOIS

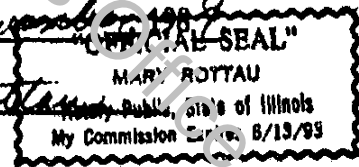
COUNTY OF COOK

)
)SS.
)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO
HEREBY CERTIFY THAT NORMAN GARFINKEL, who is 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 own free and voluntary act.

Given under my hand and official seal, this 2nd day of November, 1989.

Mary Rottau
Notary Public



My commission expires:

6-13-93

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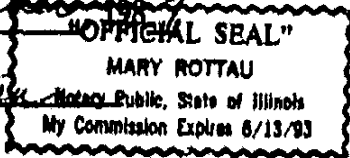
STATE OF ILLINOIS

)
)SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT RICHARD BIANCO, who is 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 own free and voluntary act.

Given under my hand and official seal, this 22nd day of November, 1989
Mary Rottau
Notary Public



My commission expires:

6-13-93

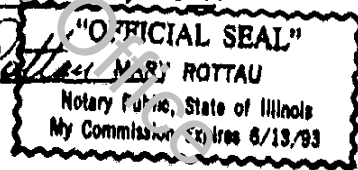
STATE OF ILLINOIS

)
)SS.

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT VINCENT BIANCO, who is 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 own free and voluntary act.

Given under my hand and official seal, this 22nd day of November, 1989
Mary Rottau
Notary Public



My commission expires:

6-13-93

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This Assignment is executed by LaSalle National Bank, not personally, but solely as Trustee, as aforesaid, in the exercise of power and authority conferred upon and vested in it as such Trustee, and no personal liability shall be asserted or be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this agreement.

Executed as of November ____, 1989.

LaSalle National Bank, a national banking association, not personally, but as Trustee, as aforesaid

By: _____
Its: _____

Attest:

By: _____
Its: _____

Norman Garfinkel

Richard Bianco

Vincent Bianco

ACCEPTANCE BY ASSIGNEE

In consideration of the foregoing Assignment and pursuant to the Agreement, The Mutual Life Insurance Company of New York, accepts the foregoing Assignment and agrees to the terms thereof and the obligations of Assignee specified in Paragraphs (a)(3) and (c)(2) thereof.

Executed as of the date of the foregoing Assignment.

The Mutual Life Insurance
Company of New York

By: Harry A. Pickrell
Harry A. Pickrell
Vice President-Southeast

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EXHIBIT "A"

Parcel 1:

The East 30 feet, measured at right angles to the East line thereof, of the South 920.24 feet, as measured along the East line of a 200.0 foot strip of land conveyed to the County of Cook by Deed recorded January 12, 1939 as Document 12259408, of that part of the West 1/2 of the North West 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian lying Southerly and Westerly of the center line of Higgins Road, East of the East line of said 200 foot strip of land and lying Northerly of a line drawn at right angles to the East line of said 200 foot strip of land from a point on said East line of said 200 foot strip of land, 1957.80 feet South, as measured along the East line of said 200 foot strip of land of the North line of the North West 1/4 of said Section 26, in Cook County, Illinois.

Parcel 2:

Lots 1 through 6 in Vincent F. Bianco Subdivision, a Subdivision of part of the West 1/2 of the North West 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois, AND ALSO DESCRIBED AS:

That part of the West 1/2 of the North West 1/4 of Section 26, Township 41 North, Range 11 East of the Third Principal Meridian, except the South 82.50 feet thereof, lying East of the East line of the 200 foot strip of land conveyed to the County of Cook by Deed recorded January 12, 1939 in the Recorders Office of Cook County, Illinois as Document 12259408 and lying South of a line drawn at right angles to the East line of said 200 foot strip of land from a point on said East line of said 200 foot strip of land 1957.80 feet South (as measured along the East line of said 200 foot strip of land) of the North line of the North West 1/4 of said Section 26, in Cook County, Illinois.

Common Address: Howard/Busse Streets, Elk Grove Village, Illinois.

Permanent Index Numbers: 08-26-100-006-0000
08-26-100-012-0000

Mail to: John A. Crean
Money Real Estate Investment
2362 Parklane Drive NE Suite 300
Atlanta, Ga. 30345

Box 333

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10/10/2012

ES 2-10-12

EXHIBIT B

List of Tenant Leases

| <u>Tenant Name</u> | <u>Date of Lease</u> | <u>Space</u> | <u>Amount of Security Deposits, if any</u> | <u>Whether Tenant in occupancy of Leased Space</u> |
|------------------------------|----------------------|---------------------|--|--|
| SNK America, Inc | 8/21/89 | 1800 Howard Suite A | None | No |
| PRP Wine International, Inc. | 11/3/89 | 1701 Howard | None | No |

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EXHIBIT C

List of Service Contracts

Alarm Monitoring and Service Agreement with National Guardian Security Service Corp. dated 5/19/89 and accepted 6/23/89.

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COOK COUNTY