

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, That:

A. PETER D. FALCON, THOMAS D. FALCON, WILLIAM D. FALCON, DAVID B. DYCHE, JR., ERIKA DYCHE, and DANIEL S. DYCHE (collectively referred to herein as "Assignor"), are successors in interest to David R. Dyche under a certain Indenture of Lease (the "Original Lease") dated August 20, 1889, and recorded August 30, 1889, as Document No. 1149356, between L. C. Paine Freer, as Lessor, and David R. Dyche, as Lessee, amended by letters from the First National Bank of Chicago dated May 5, 1976 and May 17, 1976, and by a letter dated September 29, 1988 (a copy of which is attached as Exhibit B) renewing the term of the Original Lease for an additional 50 years, covering the premises commonly known as 6 West Randolph Street, Chicago, Illinois (the "Premises") which Premises are more fully described in Exhibit "A" attached hereto and incorporated as a part hereof. The Original Lease as amended by the three letters from First National Bank of Chicago is hereinafter referred to as the "Lease".

B. Assignor desires to assign all of its right, title, interest and obligation in and to the Lease to D&J Associates, an Illinois general partnership (the Assignee).

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NOW, THEREFORE, in consideration of the sum of ten and no/100 dollars (\$10.00) to the Assignor in hand paid by Assignee, and other good and valuable consideration, the receipt whereof is hereby acknowledged, the undersigned agree as follows:

1. Assignor does hereby assign, transfer, and convey to Assignee, effective as of February 1, 1989, all of the right, title, interest and obligations of Assignor in and to the Lease.

2. Assignee does hereby accept the above assignment, transfer, and conveyance, effective as of February 1, 1989, of all the right, title, interest and obligations of the Assignor under the Lease.

3. Assignee accepts and assumes all the terms, covenants and conditions of the Lease and will comply with and be bound by those terms, covenants and conditions.

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William D. Falcon

Thomas D. Falcon

*Thomas D. Falcon*

Peter D. Falcon

Daniel S. Dyché

Erika Dyché

David B. Dyché, Jr.

ASSIGNOR:

ASSIGNEE:

IN WITNESS WHEREOF, the undersigned have executed this

Instrument as of the 18th day of January, 1989.

D&J ASSOCIATES, an Illinois general partnership

By *[Signature]*  
One of its General Partners

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168955891

Notary Public

My commission expires:

1989.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said County, in the state of \_\_\_\_\_, do hereby certify that \_\_\_\_\_, 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, sealed, and delivered the said instrument as her free and voluntary act in her individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_

ss. \_\_\_\_\_

*Michael E. Margolis*  
Notary Public

12/31/89

My commission expires:

1989.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_

I, Michael E. Margolis, a Notary Public in and for said County, in the state of Illinois, do hereby certify that Donald Fogel, 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, sealed, and delivered the said instrument as his free and voluntary act in his individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

Donald Fogel

COUNTY OF COOK

STATE OF ILLINOIS

ss. \_\_\_\_\_

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STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )      ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State of \_\_\_\_\_, do hereby certify that **Daniel S. Dyche**, 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, sealed, and delivered the said instrument as his free and voluntary act in his individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1989.

My commission expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )      ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State of \_\_\_\_\_, do hereby certify that **Peter D. Falcon**, 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, sealed, and delivered the said instrument as his free and voluntary act in his individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1989.

My commission expires:

\_\_\_\_\_  
Notary Public

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STATE OF New Hampshire )  
COUNTY OF Carrall ) ss.

I, LORI BOWEN, a Notary Public in and for said County, in the State of NH, do hereby certify that **Thomas D. Falcon**, 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, sealed, and delivered the said instrument as his free and voluntary act in his individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 18 day of January, 1989.

My commission expires:

LORI A. BOWEN, Notary Public  
My Commission Expires April 14, 1992

Lori A. Bowen  
Notary Public

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss.

I, \_\_\_\_\_, a Notary Public in and for said County, in the State of \_\_\_\_\_, do hereby certify that **William D. Falcon**, 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, sealed, and delivered the said instrument as his free and voluntary act in his individual capacity and as attorney in fact as therein set forth for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 1989.

My commission expires:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

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## EXHIBIT "A"

The south 52.37 feet of sub lot 15, and all of sub lot 16 in the Assessor's Division of Lots 5, 6, and 8 in Block 36 in the Original Town of Chicago, and all that property lying east of and adjoining sub lot 16 in the Assessor's Division of lots 5, 6, and 8 in Block 36 in the Original Town of Chicago and west of the west line of State Street as defined by an Act of the Legislature in 1845, all in Cook County, Illinois.

Street Address: 6 West Randolph Street  
Chicago, Illinois

PIN: 17-09-439-012-0000

This instrument prepared by:  
B. Franco Laterza, Esq.  
JENNER & BLOCK  
One IBM Plaza  
Chicago, Illinois 60611

After Recording Return to:

Marc Z. Samotny  
Levenfeld, Eisenberg, Janger,  
Glassberg & Samotny  
33 West Monroe Street  
21st Floor  
Chicago, IL 60603

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Exhibit "B"

First Chicago  
Investment Advisors

Ma. Sure 0119  
Chicago, Illinois 60670-0119  
Telephone (312) 732-4186

Seymour R. Zilberstein  
Vice President

September 29, 1988

Mr. Michael Z. Margolies  
Jenner & Block  
One IBM Plaza  
Chicago, IL 60611

RE: 6 West Randolph Street

Dear Mr. Margolies:

Ted Minorini has asked that I follow up with you on the renewal of the lease for subject property. After a further review of this matter, we believe that it would be more appropriate to renew the existing lease as is for the remaining 50-year period.

Therefore, by this letter, First Chicago, as Trustee, hereby assents to the renewal of the Lease Indenture dated August 20, 1889. The 50-year period shall begin on September 1, 1988 and end on August 30, 2038. The new rental rate is \$666.67 per month. All other provisions in the lease shall remain the same. We apologize for any undue delay in processing this item.

Very truly yours,

*[Signature]*  
Seymour R. Zilberstein  
Real Estate Division

/ava

DEPT-01 RECORDING \$18.25  
T42222 TRAN 4031 02/06/89 15:29:00  
48150 # B \*-89-056891  
COOK COUNTY RECORDER

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*[Signature]*



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WHEN RECORDED RETURN TO:

Marc A. Samotny  
Levenfeld, Eisenberg, Janger, Glassberg, Samotny & Halper  
33 W. Monroe St.  
21st Floor  
Chicago, IL 60603

Property of Cook County Clerk's Office