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WHEREAS, Assignor, as sublessor, and CHICAGO TITLE AND TRUST COMPANY, as Trustee n/t/a dated August 30, 1988, known as Trust No. 109100, an Illinois Trust Company, as sublessee, entered into a sublease dated August 31, 1988, a Memorandum of which, of even date therewith, was recorded in the Recorder's Office of Cook County, Illinois on September 9, 1988, as Document No. 88-412706 (the "Sublease") whereby Assignor subleased, subdemitted and sublet unto sublessee Assignor's interest in and to the Premises and the Improvements and fixtures located on the Premises

WHEREAS, BEN ALBERT, INC., an Illinois corporation, as lessor, and MORTON SALT COMPANY, an Illinois corporation, as lessee, entered into that certain lease, dated February 1, 1956, and recorded in the Recorder's Office of Cook County, Illinois on February 27, 1956 in Cook 53182, at page 52, as Document No. 16493315 (the "Lease") of certain real property located in the City of Chicago, County of Cook, State of Illinois and more particularly described in EXHIBIT A attached hereto and made a part hereof (the "Premises"), which lease was subsequently assigned by MORTON SALT COMPANY to and the obligations thereunder assumed by MORTON SALT BUILDING, INC., an Illinois corporation pursuant to that certain assignment and assumption of leasehold, dated September 15, 1956, and recorded in the Recorder's Office of Cook County, Illinois on September 15, 1958, in Book 56515, at page 478, as Document No. 1737477, and which lease was subsequently further assigned by MORTON SALT BUILDING, INC. to and the obligations thereunder assumed by MORTON-NORMWICH PRODUCTS, INC., a Delaware corporation pursuant to that certain assignment and assumption of leasehold, dated June 20, 1971, and recorded in the Recorder's Office of Cook County, Illinois on July 1, 1971, as Document No. 2153224, and which was subsequently further assigned by MORTON-NORMWICH PRODUCTS, INC. to and the obligations thereunder assumed by Assignor pursuant to that certain assignment and assumption of leasehold, dated September 24, 1992, and recorded in the Recorder's Office of Cook County, Illinois on February 9, 1993, as Document No. 26483728, and which lease was subsequently further assigned by Assignor to that certain assignment and assumption of leasehold, dated 7-1-89, and recorded in the Recorder's Office of Cook County, Illinois on 7-18-89, 1989, as Document No. 89325519; and

W I T N E S S E T H

THIS ASSIGNMENT is effective as of noon, Chicago, Illinois time on July 1, 1989, and is made between MORTON THICOL, INC., a Delaware corporation ("Assignor"), and MORTON INTERNATIONAL, INC., an Indiana corporation ("Assignee").

ASSIGNMENT AND ASSUMPTION

2279/005
6/07/99
SUBLEASE

89325519

1989 JUL 19 AM 11:42

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COOK COUNTY, ILLINOIS
FILED FOR RECORD

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The obligations of Assignor and Assignee hereunder are subject to the execution and delivery by the Subleasee of the attached Consent of Subleasee to Assignment and it shall be a

(b) Enlarge, diminish, modify, amend or abrogate any of the Sublessor's or Subleasee's obligations under the Sublease.

(a) Be an amendment or modification of any of the terms of the Lease or the Sublease or any amendments thereto; nor

Nothing in this Assignment shall be construed to:

4. Assignor agrees to indemnify and hold Assignee harmless from and against any and all claims, liabilities, obligations or costs, including but not limited to attorneys' fees, arising from or relating to a breach of any covenant or condition under the Sublease by Assignor, which occurred prior to the effective time and date of this Assignment.

3. Assignee agrees to indemnify and hold Assignor harmless from and against any and all claims, liabilities, obligations or costs, including but not limited to attorneys' fees, arising from or relating to the Sublease or to a breach of any covenant or condition under the Sublease, which occurs on or after the effective time and date of this Assignment.

2. Assignee hereby accepts the foregoing Assignment and assumes and agrees to be bound by and under the Sublease and the obligations of the Sublessor thereunder; and Assignee agrees to perform, observe and be bound by all of the covenants, obligations and conditions of the Sublessor under the provisions of the Sublease.

1. Assignor hereby assigns, grants and conveys to Assignee all of Assignor's right, title and interest in and to the Sublease and the Subleasehold estate thereunder.

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, for value received, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

WHEREAS, the Sublease provides, among other things, that the Sublease shall be assigned in writing and in a form that may be recorded in the Office of the Recorder of Cook County, Illinois.

WHEREAS, Assignor desires to assign, and Assignee desires to acquire and assume, Assignor's interest in and to the Sublease; and

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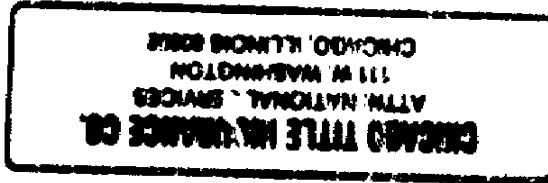
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BOX 368



John A. Wilson

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Donna M. Wilson, Esq.
Kock, Mahn & Cate
6300 Sears Tower
233 South LaSalle Street
Chicago, Illinois 60606
(312) 876-3403

This document was prepared by
and after recording return to:

(Impress corporate seal here)

By: *[Signature]*
Its: *[Signature]*

ATTEST:

By: *[Signature]*
Its: *[Signature]*
Vice President, Finance & Treasurer

MORTON INTERNATIONAL, INC.
an Indiana corporation

ASSIGNEE:

(Impress corporate seal here)

By: *[Signature]*
Its: *[Signature]*

ATTEST:

By: *[Signature]*
Its: *[Signature]*
Vice President, Finance & Treasurer

MORTON THIOK, INC.
a Delaware corporation

ASSIGNOR:

IN WITNESS WHEREOF the parties hereto have executed
this Agreement the day and year first above written.

condition precedent to the effectiveness of this Assignment that
such consent shall have been secured.

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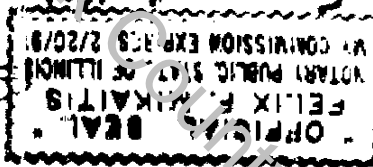
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Felix R. Mikaitis
Notary Public

My commission expires: FEBRUARY 20, 1989

Given under my hand and notarial seal this 28th day of June, 1989.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that John R. Bawa, personally known to me to be the VIA President of Morton Thokol, Inc., a Delaware corporation, and RITA L. ELLIS, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VIA President and RITA L. ELLIS Secretary, respectively, appeared before me this day in person and acknowledged that as such VIA President and RITA L. ELLIS Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed to the same pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS.)

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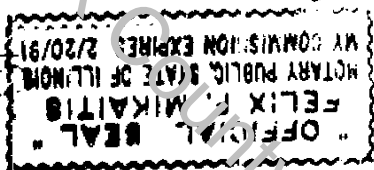
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Property of Cook

My commission expires: FEBRUARY 20 1991

Felix Mikaitis
Notary Public



June, 1989.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that JOHN R. BROWN, personally known to me to be the President of Morton International, Inc., an Indiana corporation, and RITA L. ELLIS, personally known to me to be the Secretary of said corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that as such Asst. Secretary and Asst. Secretary they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK

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I, the undersigned, a notary public in and for said county, in the State aforesaid, do hereby certify that _____, personally known to me to be the President of Chicago Title and Trust Company, an Illinois Trust Company, and _____, personally known to me to be the Secretary of said _____ Company, and _____, personally known to me to be the _____ of said _____ Company and personally known to me to be the same persons as _____ names are subscribed to the foregoing instrument as such _____ President and Secretary, respectively, appeared before me this day _____ in person and acknowledged that as _____ President and Secretary they signed and delivered the said instrument and caused the corporate seal of said trust company to be affixed thereto, pursuant to authority given by the Board of Directors of said trust company, as their free and voluntary act and as the free and voluntary act of said trust company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____, 1988.

Notary Public

STATE OF ILLINOIS)
) SS.
) COUNTY OF COOK

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(1585/0)

110 N. Wacker Dr.

P.I.N.: 17-09-440-001

Commencing at the intersection of the West line of North Market Street (now North Wacker Drive) as now located with the North line of West Randolph Street to the East; thence North along said East line of said channel to the intersection with the South line of West Randolph Street; thence East along the South line of West Randolph Street to the East line of North Market Street (now North Wacker Drive) as now located; thence South along the West line of North Market Street (now North Wacker Drive) to the point of beginning; in Section 14 Township 39 North Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

A tract of land situated in the City of Chicago bounded and described as follows:

LEGAL DESCRIPTION

EXHIBIT A

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