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3. Assignee agrees to indemnify and hold Assignor harmless from and against any and all claims, damages, obligations or costs, including but not limited to attorneys' fees, arising from or relating to the Lease or to a breach of any cove-

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

1. Assignor hereby assigns, grants and conveys to Assignee all of Assignor's right, title and interest in and to the Lease, the Leasehold thereunder and the improvements and fixtures now or hereafter located on the Premises, along with all easements, rights, hereditaments, appurtenances, and profits appurtenant thereto (the "Property").

Assignor hereby covenant and agree as follows:
and for other good and valuable consideration, the parties received, the receipt and sufficiency of which is hereby acknowledged, which are made a part of this Assignment, for value

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, for value and all improvements and fixtures now located on the Premises, Assignor desires to assign, and Assignee desires to acquire and assume, Assignor's interest in and to the Lease

WHEREAS, CHICAGO TITLE AND TRUST COMPANY, as Trustee under a Trust Agreement dated April 16, 1985 and known as Trust No. 1086781, as landlord, and Assignor, as tenant, entered into the certain lease, 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. 88-412707 (the "Lease") of the premises ("Premises") commonly known as the 25th through 26th floors in the building constructed on 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, along with certain rights to expand the Premises and certain rights to extend the term of the Lease, and

WITNESSETH

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

ASSIGNMENT AND ASSUMPTION

79/005
07/89
O N RIVERSIDE

09325520

1989 JUL 18 11:42

FILED IN RECORDS

89325520

89325520

11-21-89

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818.00

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Property of Cook County Clerk's Office

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(Impress corporate seal here)

Its: 1955

By: [Signature]

ATTEST:

89325520

By: [Signature]
Its: 1955

MORTON INTERNATIONAL, INC.
an Indiana corporation

ASSIGNEE:

(Impress corporate seal here)

Its: 1955

By: [Signature]

ATTEST:

By: [Signature]
Its: 1955

MORTON THORCO, INC.
a Indiana corporation

ASSIGNOR:

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

6. The obligations of Assignor and Assignee hereunder are subject to the execution and delivery by the landlord of the attached Consent of Landlord to Assignment and it shall be a condition precedent to the effectiveness of this Assignment that such consent shall have been secured.

- (a) He an amendment or modification of any of the terms of the Lease or any amendments thereto; nor
- (b) Enlarge, diminish, modify, amend or abrogate any of the landlord's or tenant's obligations under the Lease.

5. Nothing in this Assignment shall be construed to:
the effective time and date of this Assignment.
condition under the Lease by Assignor, which occurred prior to
less, arising from or relating to a breach of any covenant or
obligations or costs, including but not limited to attorneys'
harmless from and against any and all claims, liabilities,
Assignor agrees to indemnify and hold Assignee

name or condition under the Lease, which occurs on or after the
effective time and date of this Assignment.

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02552168

Property of Cook County

NON 303

ENCLAVE TITLE FINANCE CO
ATTN: NATIONAL SERVICES
111 W. WASHINGTON
CHICAGO, ILLINOIS 60606

Office

This document was prepared by
and after recording return to:
Dennis M. Wilson, Esq.
Koch, Mahin & Carr
8300 Sears Tower
233 South LaSalle Street
Chicago, Illinois 60606
(312) 876-3400

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(Impress corporate seal here)

BY: _____
Title: _____

WITNESSES:

BY: _____
Title: _____
(Chicago Title and Trust Company,
as Trustee under a Trust
Agreement dated April 16, 1989,
and known as Trust No. 1084721)

LANDLORD:

This Consent is executed by CHICAGO TITLE AND TRUST COMPANY, 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 CHICAGO TITLE AND TRUST COMPANY hereunder 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 said Trustee by reason of any of the terms, provisions, stipulations, covenants and/or conditions contained in this Consent.

On and as of noon Chicago, Illinois time on this 1st day of July, 1989, in consideration of the covenants and agreements expressed in the above assignment and assumption ("Lease Assignment"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord consents to the assignment of the lease as described in such Lease Assignment, including all terms and conditions thereof, and all rights and remedies thereunder or with respect thereto, by assignor to assignee. Landlord covenants and agrees that assignor is hereby relieved, discharged and released of and from any and all obligations under the lease from and after the effective date and time of the foregoing Lease Assignment; but neither such Lease Assignment nor this Consent shall relieve, discharge, or release assignor of and from any obligations or liabilities accrued and existing, incurred under the terms and provisions of the lease prior to the effective date and time of the Lease Assignment. The Lease Assignment shall be without prejudice to or affect in the rights of the tenant under the Lease.

CONSENT OF LANDLORD
TO ASSIGNMENT

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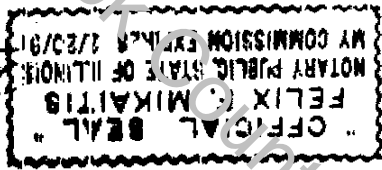
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02552520

Property of C...

My commission expires: February 20, 1991

[Handwritten signature]
Notary Public



JUNE 1989

Given under my hand and notarial seal this 28th day of

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that JAMES R. GILMAN, personally known to me to be the President of Morton Thokol, Inc., a Delaware corporation, and KATHA 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 Vick President and ARIT Secretary, respectively, appeared before me this day in person and acknowledged that as such Vick President and ARIT 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.

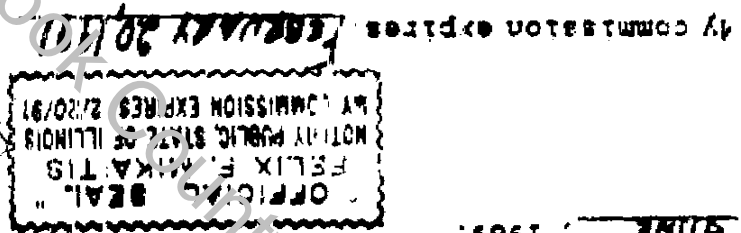
STATE OF ILLINOIS)
COUNTY OF COOK)
) SS.
)

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Property of Cook County



Given under my hand and notarial seal this 27th day of June, 1989.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that JOHN F. BOWEN, personally known to me to be the President of Morton International, Inc., an Indiana corporation, and KATA L. ELLIS, 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 President and 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)
) SS.)
) COUNTY OF COOK)

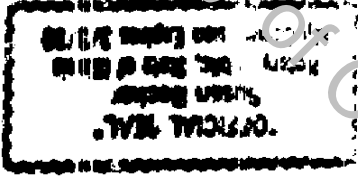
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Property of Cook County Clerk



[Signature]
Notary Public

My commission expires: _____

Given under my hand and notarial seal this 31st day of June, 1989.

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that GABRIELE GLASS, personally known to me to be the President of Chicago Title & Trust Company, an Illinois trust company, and CLANN E SKINNER, JR., personally known to me to be the Secretary of said trust company 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 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.

STATE OF ILLINOIS)
COUNTY OF COOK)
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Property of

17-09-335-001

(1508/R)

ILLINOIS.

1837 IN BOOK H OF MAPS, PAGE 298 AS DOCUMENT 5060 IN COOK COUNTY, AND FILED FOR RECORD MAY 29, 1837 AND RECORDED JULY 6, 1837 TO THE MAP OF THE TOWN OF CHICAGO BY JAMES THOMPSON DATED AUGUST 14 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO APPROXIMATELY 85.70 FEET EAST OF THE NORTH WEST CORNER OF LOT 1 IN WEST LINE OF WEST WATER STREET AND THE NORTH LINE OF LOT 1, BEING SOUTH WEST CORNER OF LOT 9, BEING THE POINT OF INTERSECTION OF THE SOUTH LINE OF LOT 9 APPROXIMATELY 41.87 FEET EAST OF THE WATER STREET AND THE SOUTH LINE OF SAID LOT 9, BEING A POINT ON DRAWN FROM THE POINT OF INTERSECTION OF THE WEST LINE OF WEST THAT PART OF LOTS 1, 2, 3, 4 AND 5 LYING WEST OF A DIRECT LINE

PARCEL 2 (THE GRANTOR LEASE PARCEL)

62008 IN COOK COUNTY, ILLINOIS.

LOCATED ON THE PLAT RECORDED JULY 19, 1851 AS DOCUMENT NUMBER FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 9 AS SHOWN AND TO A POINT ON THE NORTH LINE OF LOT 1 IN SAID BLOCK 44, 85.70 CHICAGO, 41.87 FEET EAST OF THE SOUTH WEST CORNER OF SAID LOT 9 POINT ON THE SOUTH LINE OF LOT 9 IN BLOCK 44 IN ORIGINAL TOWN OF PRINCIPAL MERIDIAN, AND LYING EAST OF A DIRECT LINE DRAWN FROM A PART OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD INCLUSIVE, IN BLOCK 44 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH STREET, LYING WEST OF AND ADJOINING WHARFING LOTS 1 TO 5, BOTH RANDOLPH STREET, LYING NORTH OF THE NORTH LINE OF WASHINGTON ALL OF WEST WATER STREET LYING SOUTH OF THE SOUTH LINE OF

PARCEL 1 (THE FEE PARCEL):

LEGAL DESCRIPTION

EXHIBIT A

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