

FOR VALUE RECEIVED, the undersigned, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 15, 1979 and known as Trust No. 48322 and PALMOLIVE VENTURE, an Illinois limited partnership (together, the "Assignor"), hereby assigns, transfers and sets over to LEHNDORFF 919 MICHIGAN ASSOCIATES, a Texas general partnership (the "Assignee"), all interest of the undersigned in the leases (and extensions and renewals thereof) described in the schedule set forth on Exhibit A attached hereto and made a part hereof between Assignor, as lessor, and the lessees named in said schedule and all future leases (all such present and future leases together with all extensions and renewals thereof are collectively referred to herein as the "Leases"), demising and leasing all or portions of the premises legally described on Exhibit B attached hereto and made a part hereof ("Premises"), together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of the obligations of the lessees ("Lessees") under the Leases.

1. The Assignor does hereby empower the Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittance for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as the Assignor might have pursued but for this Assignment of Rents and Leases ("Assignment").

2. Assignor further hereby covenants and represents to Assignee that, except as provided by the Loan Agreement, (i) Assignor has not previously assigned, sold, pledged, transferred, mortgaged, hypothecated or otherwise encumbered the Leases or any of them, or its right, title and interest therein, (ii) Assignor shall not assign, sell, pledge, transfer, mortgage, hypothecate or otherwise encumber its interests in the Leases or any of them, (iii) Assignor has not performed any act which will prevent Assignor from performing its undertakings hereunder or which will prevent Assignor from operating under or enforcing any of the terms and conditions hereof or which would limit Assignee in such operation or enforcement except that Assignor makes no covenant of representation with respect to the assignability of any Leases in existence on the date hereof to the extent such Leases prohibit assignment thereof, (iv) to the best of Assignor's knowledge, Assignor is not in default under the Leases or any of them, and to the best knowledge of Assignor, no other party to the respective Leases is in default thereunder except as disclosed in writing to Assignee, (v) no amendments to any of the Leases will be made without the prior written consent of Assignee, and (vi) upon execution of any on-going Leases, Assignor will deliver a copy of such Leases (or the original at Assignee's request) to Assignee.

3. This Assignment is given as additional security for the payment of two notes of Assignor of even date herewith, one in the principal sum of Eleven Million Three Hundred Thirty Thousand Dollars (\$11,330,000.00) and the other in the principal amount of Fifty Six Million Sixty Eight Thousand Four Hundred Eighty Five Dollars (\$56,068,485.00) (together, the "Notes"), held by the Assignee, all sums due under that certain Loan Agreement dated July 12, 1989 between Assignor and Assignee ("Loan Agreement") and all other sums secured by the mortgage (the "Mortgage") or even date herewith from Assignor to Assignee, as mortgagee, conveying the security of this Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. After an event of default under the Loan Agreement, all amounts collected hereunder, after

ASSIGNMENT OF RENTS AND LEASES

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Prepared by: S. Kelly Butler, 30 N. La Salle St., Chicago IL 60602
 Box No. 389

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deducting the permitted operating expenses (as defined in the Loan Agreement) and after deducting the expenses of collection, Mortgage, or in such other manner as may be provided for in the additional security for said indebtedness. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

4. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of the Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by the Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantees or grantees in such deed or deeds, as may be necessary or desirable for such purpose, such power to be effective only after the occurrence of an event of Default which has been adjudicated by a court of competent jurisdiction or acknowledged by Assignee.

5. In the exercise of the powers herein granted the Assignee, no liability shall be asserted or enforced against the Assignee, all such liability being hereby expressly waived and released by the Assignor. Until such time as Assignee becomes mortgagee in possession or successively exercises its rights hereunder, the Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, or under or by reason of this Assignment, and the Assignor shall and does hereby agree to indemnify the Assignee for and to hold it harmless of and from any and all liability, loss or damage which it may or might incur under any of the Leases or under or by reason of this Assignment and of from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases except that in no event of Assignee's breach of this agreement or commission of a tortious act. Should the Assignee incur any such liability, loss or damage under any of the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Assignor shall reimburse the Assignee therefor immediately upon demand.

6. Although it is the intention of the parties that this instrument shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that the Assignee shall not exercise any of the rights or powers herein conferred upon it until a default shall occur under the terms and provisions of this Assignment or of the Note, Loan Agreement or Mortgage and any applicable grace period, has expired, but upon the occurrence of any such default and the expiration of any applicable grace period, the Assignee shall be entitled, to all rents and other amounts then due under the Leases and thereafter accruing, and this Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to the Assignee without proof of the default relied upon. The Lessees are hereby irrevocably authorized to rely upon and comply with (and shall be fully protected in so doing) any notice or demand by the Assignee for the payment to the Assignee of any rental or other sums which may be or thereafter become due under the Leases, or any of them, or for the performance of any of Lessees' undertakings under the Leases and shall have no right or duty to inquire as to whether any default under the Mortgage has actually occurred or is then existing.

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7. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee (except as provided in the Loan Agreement), and any check in payment of damages for termination or rejection of any such lease will be made payable both to the Assignor and Assignee and held for the payment of future permitted operating Expenses. After an Event of Default has been adjudicated by a court of competent jurisdiction or acknowledged by Assignee, the Assignor shall assign any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to monthly debt service on the indebtedness secured by this assignment.

8. This assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents to secure said indebtedness contained in the Mortgage or on any other document.

9. This assignment shall include any extensions and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions and renewals.

10. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "Lessee" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine or neuter gender, as may fit the case.

11. All of the rights, powers, privileges and immunities herein granted and assigned to the Assignee shall also inure to its successors and assigns, including all holders, from time to time, of the Note.

12. Any provision in the Loan Agreement that pertains to this assignment shall be deemed to be incorporated herein as if such provision were fully set forth in this assignment. In the event of any conflict between the terms of this assignment and the terms of the Loan Agreement, the terms of the Loan Agreement shall prevail. A provision in this assignment shall not be deemed to be inconsistent with the Loan Agreement by reason of fact that no provision in the Loan Agreement covers the provision in this assignment.

13. The relationship between Assignee and Assignor is solely that of a lender and borrower, and nothing contained herein or in any of the Loan documents shall in any manner be construed as making the parties hereto partners, joint venturers or any other relationship other than lender and borrower.

14. It is expressly intended, understood and agreed that this assignment, and the other Loan documents, are made and entered into for the sole protection and benefit of Assignor and Assignee, and their respective successors and assigns (but in the case of assigns of Assignor, only to the extent permitted hereunder); that no other person or persons shall have any right at any time to action hereon or rights to the proceeds of the loan evidenced and secured by the Loan documents; that such loan proceeds do not constitute a trust fund for the benefit of any third party; that no third party shall under any circumstances be entitled to any equitable lien on any such undischarged loan proceeds at any time; and that Assignee shall have a lien upon

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this _____ day of _____, 20____.

Clerk of Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois

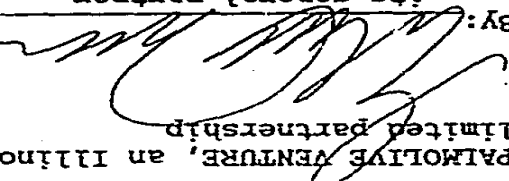
Notary Public for Cook County, Illinois

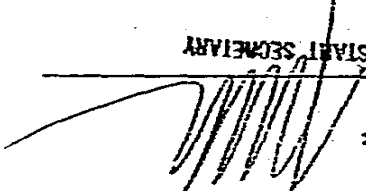
Notary Public for Cook County, Illinois

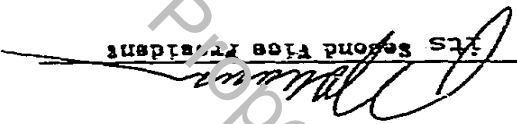
Notary Public for Cook County, Illinois

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By:  its general partner
PALMOLIVE VENTURE, an Illinois limited partnership

ATTEST: 
ASSISTANT SECRETARY

By:  its second vice president
ASSIGNOR:
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the 13th day of July, 1989.

This Assignment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust No. 3322 as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said Assignment contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing hereunder, or to perform any covenants, either expressed or implied, in said Assignment (all such liability, if any being expressly waived by Assignee and by every person now or hereafter claiming any right or security hereunder) and that so far as said Trust is concerned, the owner of any indebtedness or right accruing under said Assignment shall look solely to the premises described therein for the payment or enforcement thereof and any guarantee or indemnity extended by the parties, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting rentals, leases or other factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust.

15. Notwithstanding anything to the contrary contained herein the parties hereby agree that: (i) there shall be no personal liability on the part of Assignor or any general or limited partner of Assignor, or the heirs, personal representatives, successors or assigns of any such partner, for the enforcement and performance of this Assignment (ii) the Assignee will not seek any judgment for a deficiency against Assignor or any general or limited partner of Assignor, or the heirs, personal representatives, successors or assigns of such partner, in any action related to the enforcement or performance of this Assignment; and (iii) in the event that any suit is brought for the enforcement or performance of this Assignment, any judgment obtained in such a suit will not be enforced personally against Assignor or any general or limited partner of Assignor, or the heirs, personal representatives, successors or assigns of any such partner.

and right to direct application of any such undischarged loan proceeds as provided in the loan documents.

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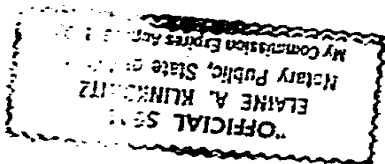
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My Commission Expires: August 29, 1992

Elaine A. Klinkowitz
Notary Public

GIVEN under hand and Notarial Seal this 13th day of July, 1992.

I, ELMIE H. KLINKOWITZ, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that EDWARD W. ROSS, a general partner of Palmolive Venture, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said partnerships, for the uses and purposes therein set forth.

STATE OF ILLINOIS)
COUNTY OF COOK)
SS)

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 20th day of April, 2014.

[Signature]

CLERK OF COOK COUNTY

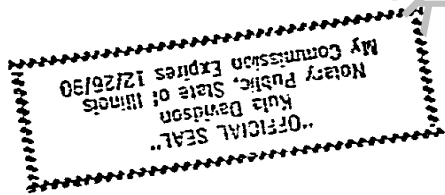
COOK COUNTY CLERK'S OFFICE
110 SOUTH WASHINGTON STREET
CHICAGO, ILLINOIS 60602
TEL: 312.603.5000
WWW.COOKCOUNTYCLERK.COM

COOK COUNTY CLERK

COOK COUNTY CLERK'S OFFICE

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I, Kula Davidson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that HERBERT B. BROWN, personally known to me to be the ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY and HERBERT B. BROWN, personally known to me to be the ASSISTANT SECRETARY of said Bank, 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 severally acknowledged that as such HERBERT B. BROWN and HERBERT B. BROWN they signed and delivered the said instrument and caused the corporate seal of said Bank to be affixed thereto, pursuant to authority given by the Board of Directors of said Bank, as their free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

GIVEN under hand and Notarial Seal this 17 day of JULY 1989.

Kula Davidson
Notary Public

My Commission Expires _____

STATE OF _____)
COUNTY OF COOK)
SS _____)

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EXHIBIT A
LEASES
AND
SECURITY
DEPOSITS

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LEGAL NAME	LEASE EXECUTION DATE
MONROE CIGAR COMPANY, ILLINOIS CORPORATION	00/00/87
PLAYBOY ENTERPRISES, INC.	12/05/79
BALLY RETAIL, INC., D/B/A Bally of Switzerland	10/20/80
AL BASKIN COMPANY, D/B/A Mark Shale	10/20/80
HADDON ADVERTISING, INC.	3/17/83
FANNY MAY CANDIES, INC.	9/27/83
GOLD COAST TRAVEL CORPORATION	5/23/88
ARA SERVICES, INC.	1/05/89
BUSINESS STATIONERS, INC.	9/00/88
JULIAN J. JACKSON	8/26/88
AIRRES PRESS, INC.	9/26/88
AMERICAN MEDICAL RECORD ASSOCIATION	3/03/89
3G INDUSTRIES, INC.	7/12/88
DAVIS, BARNHILL & GALLAND, P.C.	6/07/88
JUPITER CORPORATION	10/14/86
VISUAL TECHNIQUES, INC.	3/23/88
MALAYSIAN AIRLINES SYSTEM	7/22/85
DORI WILSON ASSOCIATES, INC.	4/28/87
MUSIKANTOM CORPORATION	3/30/87
GEORGE LORES, AN INDIVIDUAL	5/04/86
NORWEST MORTGAGE, INC.	12/31/86
JUPITER REALTY SERVICES, INC.	8/31/88
RETAIL ADVERTISING CONFERENCE, R.H. & H.H., INC.	9/16/86
HOWARD ZUKER, D/B/A/ HOWARD ZUKER ASSOCIATES	5/20/88

919 NORTH MICHIGAN AVENUE BUILDING
TENANT LIST

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HAKANSON & ASSOCIATES, INC., AN ILLINOIS CORPORATION
 3/11/87
 PHOENIX HEALTH CARE, A PARTNERSHIP
 11/30/88
 I. J. MARKIN FINANCIAL SERVICES, INC. AN ILLINOIS CORPORATION
 8/02/88
 W. S. KELLER, AS TRUSTEE UNDER DECLARATION OF TRUST DATED MAY 17, 1973, AS AMENDED, D/B/A Keller Realty
 1/06/87
 LYNN MEYERS, AN INDIVIDUAL, D/B/A/ TERP MEYERS ARCHITECTS
 8/06/85
 DR. RICHARD MCCOY, AN INDIVIDUAL
 8/01/86
 MGM 900 NORTH MICHIGAN JOINT VENTURE
 8/08/86
 MARY J. HAYES, D.D.S., AN INDIVIDUAL
 9/10/84
 EDWARD J. LONGERGAN, AN INDIVIDUAL
 1/16/87
 HALSEY PUBLISHING COMPANY, A FLORIDA CORPORATION
 2/28/86
 IRVING BERLIN, LTD.
 00/00/00
 TYSON PRODUCTS, INC. AN ILLINOIS CORPORATION
 10/08/85
 AMERICAN REFERENCES, INC.
 9/29/88
 POTOMAC ENGINEERING CORPORATION, A DELAWARE CORPORATION
 3/07/88
 DAVID GOLD, AN INDIVIDUAL S/Z/A/ MODERN SALES & MARKETING COMPANY, INTL.
 7/00/85
 HARVEY JACKSON
 2/27/89
 SPECTRADYNE, INC.
 7/01/88
 ROBERT TEROV D/B/A/ ROBERT TEROV & ASSOCIATES
 8/25/88
 NATE H. SHERMAN FOUNDATION
 8/01/86
 BLUM KOVLER FOUNDATION
 6/03/88
 LOUIS T. JOSEPH, JR., D/B/A/ LOUIS T. JOSEPH REALTOR
 09/00/00
 BESS WINAKOR COMMUNICATIONS, LTD.
 6/03/88
 FRISCH IMPORTERS, INC., AN ILLINOIS CORPORATION AND SEYMOUR S. TROTT, AN INDIVIDUAL
 8/16/88

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Cook County Clerk's Office

Case No. 1234567890

Plaintiff: John Doe

Defendant: Jane Smith

Date Filed: 01/15/2024

Case Description: Personal Injury

Judge: Hon. Judge John J. Sullivan

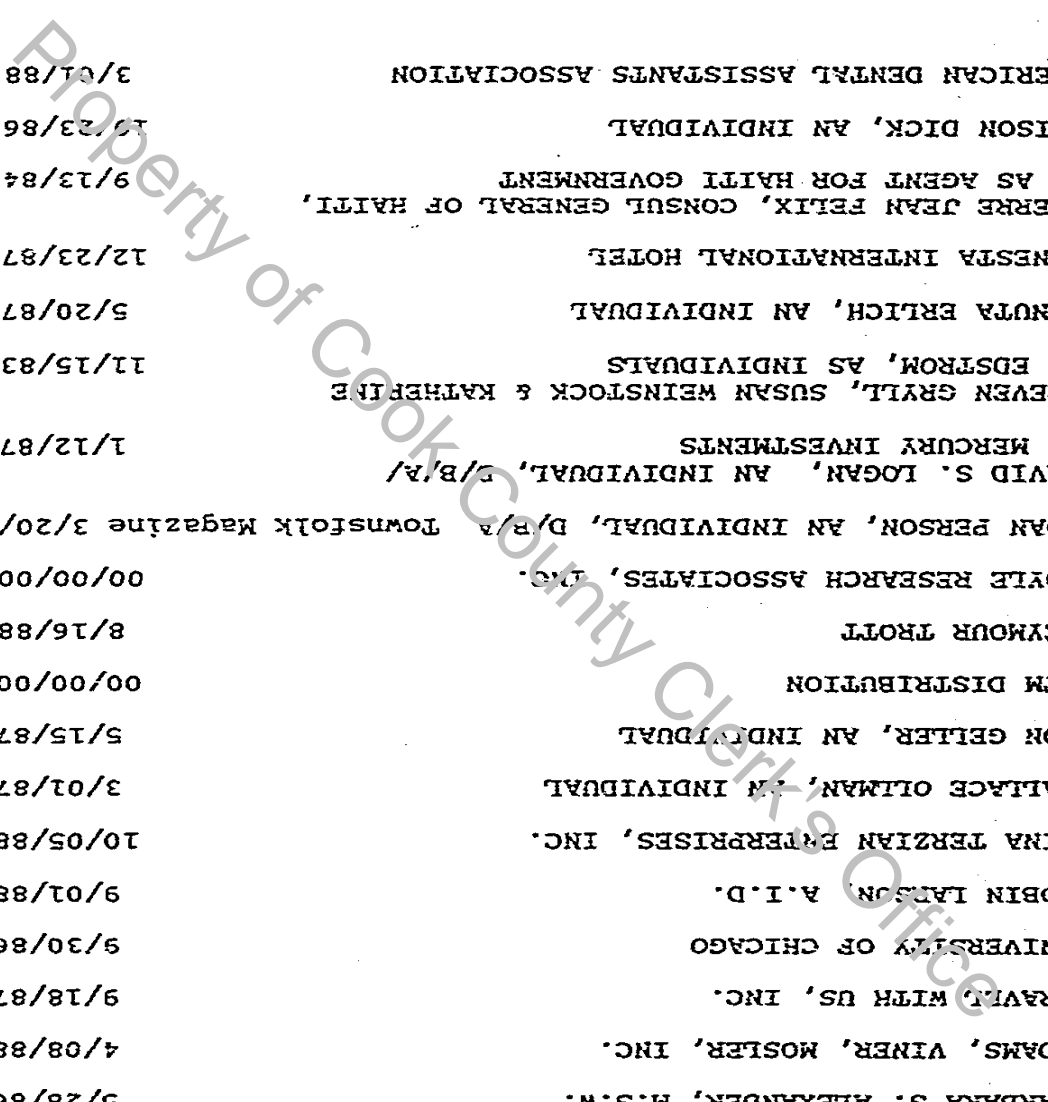
Attorney: Mr. Robert L. Jones

Case Status: Pending

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5/1/89 Lila Pilecki & Anna Zlotex D/B/A Pretty Nails
 10/16/81 JOSEPH B. BLITSTEIN AND COMPANY
 11/20/87 CHEMICAL LEAMAN CORPORATION
 12/01/85 POTTER & HUNNEMELL
 9/18/87 REDIRECTIONS, INC.
 4/04/88 ESSENCE COMMUNICATIONS, INC.
 9/19/88 NANCY ANGELAIR D/B/A/ AVANTE
 5/28/86 BARBARA S. ALEXANDER, M.S.W.
 4/08/88 ADAMS, WINER, MOSTER, INC.
 9/18/87 TRAVEL WITH US, INC.
 9/30/86 UNIVERSITY OF CHICAGO
 9/01/88 ROBIN JANSON A.I.D.
 10/05/88 NINA TERZIAN ENTERPRISES, INC.
 3/01/87 WALLACE OLMAN, AN INDIVIDUAL
 5/15/87 DON GELLER, AN INDIVIDUAL
 00/00/00 MTM DISTRIBUTION
 8/16/88 SEYMOUR TROTT
 00/00/00 DOYLE RESEARCH ASSOCIATES, INC.
 3/20/89 JOAN PERSON, AN INDIVIDUAL, D/B/A Townsfolk Magazine
 1/12/87 DAVID S. LOGAN, AN INDIVIDUAL, D/B/A MERCURY INVESTMENTS
 11/15/83 STEVEN GRYLL, SUSAN WEINSTOCK & KATHERINE EDSTROM, AS INDIVIDUALS
 5/20/87 DANUTA ERLICH, AN INDIVIDUAL
 12/23/87 SONESTA INTERNATIONAL HOTEL
 9/13/84 PIERRE JEAN FELIX, CONSUL GENERAL OF HAITI, AS AGENT FOR HAITI GOVERNMENT
 10/23/86 EDISON DICK, AN INDIVIDUAL
 3/01/88 AMERICAN DENTAL ASSISTANTS ASSOCIATION



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11/11/2011

THE STATE OF ILLINOIS
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 2011.

Notary Public in and for the State of Illinois

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6/28/89

00/00/00

8/01/87

9/00/87

00/00/00

00/00/00

6/04/85

Raymond Dayan

UNITED PARCEL SERVICE

FEDERAL EXPRESS CORPORATION

CHILDS/DREYFUS, INC.

DR. ALBERT J. AND HIRSCH M. BUSCH

MARTIN E. JAVIS & COMPANY

M. M. COLE PUBLISHING COMPANY

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Property of COO

P.I. N. 17-63-213-001 ADDRESS: 919 N. MICHIGAN AVENUE CHICAGO, ILL.

The easement for light, air and view for the benefit of Parcel 1 over and upon the premises described as follows: commencing at a horizontal plane parallel to and 63 feet above Chicago City Datum and extending vertically upwards to the zenith, at a point on the South line of Parcel 1, 62 feet East of the Westery line of said Parcel 1, thence South along a line parallel to and 62 feet East of the Westery line of Lots 26 and 27 in Allmendinger's Lake Shore Drive Addition to Chicago aforesaid (said Westery line of Lots 26 and 27 aforesaid, being a continuation of the Westery line of Parcel 1 extended South) a distance of 25 feet to a point in said Lot 26, thence East along a line parallel to the South line of Parcel 1 a distance of 88 feet to a point in Lot 24 in said Allmendinger's Lake Shore Drive Addition to Chicago aforesaid, thence North along a line parallel to the Westery line of Lot 26 and 27 aforesaid a distance of 25 feet to the South line of Parcel 1, thence West along the South line of Parcel 1 a distance of 88 feet to the place of beginning, as created by agreement between the Palmoive-Beet Company, a corporation of Delaware, and Chicago Title and Trust Company, a corporation of Illinois, as trustee under trust agreement dated July 25, 1927 and known as Trust No. 19104, dated March 31, 1928 and recorded on April 30, 1928 as Document No. 10005790 and also recorded on June 21, 1932 as Document No. 11106014, all in the Recorder's Office of Cook County, Illinois.

Parcel 2 - Easement

The North half of that certain tract of land described as follows: Lots 23 to 31 both inclusive in Allmendinger's Lake Shore Drive Addition to Chicago, a subdivision of part of Block 13 in the Canal Trustees Subdivision of the South fractional quarter of Section 3, Township 39 North, Range 14, East of the Third Principal Meridian upon which parcel there is located the building commonly known as 919 N. Michigan Avenue.

Parcel 1

