

# UNOFFICIAL COPY

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Apartment & Office Bldg. Form

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DEPT-01 RECORDING \$20.00  
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#7205 C \* - 90 - 440256  
COOK COUNTY RECORDER

## JUNIOR ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT, <sup>as of</sup> ~~made this~~ 10th day of April, 1989, by LaSalle National Bank, not personally, but as Trustee u/t/a dated November 13, 1985 a/k/a Trust No. 106506

in favor of ARTHUR SLAVEN and LAURENCE ASHKIN

(hereinafter called "Assignor")

collectively  
(hereinafter called "Assignee")

### WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER\* unto the Assignee all leases, written or oral, and all agreements for use or occupancy of any portion of the premises together with buildings and improvements thereon (hereinafter called "said premises"), situate in the City of Evanston, County of Cook, State of Illinois, and more particularly described in the Mortgage or Deed of Trust hereinafter identified, \*subject to the Senior Assignment(s) referred to below.

TOGETHER with any and all extensions and renewals thereof and any and all further leases, lettings or agreements (including subleases hereof) and tenancies following attainment) upon or covering use or occupancy of all or any part of the said premises (all such leases, agreements, subleases and tenancies heretofore mentioned are hereinafter collectively included in the designation "said leases").

TOGETHER with any and all guarantors of lessee's performance under any of said leases, and

TOGETHER with the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the said leases or from or out of the said premises or any part thereof, including but not by way of limitation: minimum rents, additional rents, percentage rents, parking maintenance, tax and insurance contributions, delinquency rents and liquidated damages following default, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any said lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenantability caused by destruction or damage to the said premises together with any and all rights and claims of any kind which Assignor may have against any lessee under such leases or any subtenants or occupants of the said premises (all such monetary rights and claims in this paragraph described being hereinafter called "rents").

SUBJECT, however, to a license hereby granted by Assignor to Assignee, but limited as hereinafter provided, to collect and receive all of the said rents.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by a certain Note dated as of April 10, 1989 in the principal sum of TWO HUNDRED FIFTY THOUSAND AND NO/100

( \$ 250,000.00 ) DOLLARS made by Assignor payable to the order of

and presently held by Assignee, including any extensions and renewals thereof and any note or notes supplemental thereto, as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Mortgage or Deed of Trust recorded in Book \_\_\_\_\_ at Page \_\_\_\_\_, Official Records,

County, or to be recorded therein immediately prior in time to the recording hereof, and in any extensions, supplements and consolidations thereon, covering the said premises and securing the said Note or notes (hereinafter collectively called "the said Note and Mortgage or Deed of Trust").

### TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. That Assignor represents and warrants: That Assignor is the owner in fee simple absolute of the said premises and has good title to the leases and rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the existing leases on Assignor's part to be kept, observed and performed; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the said rents, from said premises, whether now due or hereafter to become due; that any of said rents due and issuing from said premises or from any part thereof for any period

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subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee in excess of two months' rent for which credit has not already been made on account of accrued rents; and that the lessee under any existing lease is not in default of any of the terms thereof.

2. That Assignor covenants and agrees as follows: To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the said Note and Mortgage or Deed of Trust, of the existing leases and of all future leases affecting the said premises, on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on part of Assignor to observe, perform and discharge same; to notify and direct in writing each and every present or future lessee or occupant of the said premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee as the case may be; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in said leases by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the said leases or the obligations, duties or liabilities of the Assignor and any lessee thereunder, and, upon request by Assignee, will do so in the name and behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That Assignor further covenants and agrees as follows: Not to receive or collect any rents from any present or future lessee of said premises or any part thereof for a period of more than two months in advance (whether in cash or by promissory note), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of said rents; not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee thereunder, of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay the rents thereunder, in the manner and at the place and time specified therein; not to cancel, terminate or consent to any surrender of any said lease, nor modify, or in any way alter the terms thereof without, in each such instance enumerated in this paragraph, the prior written consent of the Assignee.

4. That in the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be a default under the said Note and Mortgage or Deed of Trust hereby entitling Assignee to declare all sums secured thereby due and hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law.

5. That so long as there shall exist a default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in said Note and Mortgage or Deed of Trust or in said leases contained, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon, but not prior to accrual, as aforesaid all of said rents, arising from or out of the said leases or any renewals or extensions thereof, or from or out of the said premises or any part thereof, and Assignor shall receive such rents, and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Assignor hereby covenants to apply same, first to the payment of taxes and assessments upon said premises before penalty or interest are due thereon, secondly to the cost of such insurance and of such maintenance and repairs as is required by the terms of the said Mortgage or Deed of Trust, and thirdly to the payment of interest and principal becoming due on the said Note and Mortgage or Deed of Trust, before using any part of the same for any other purposes.

6. That upon or at any time after default in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition or warranty herein or in the said Note and Mortgage or Deed of Trust or in the said leases contained, Assignee, at its option, shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies: (a) to terminate the license granted to Assignor to collect as aforesaid the said rents, and then and thereafter, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the said rents, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of collection, as determined by Assignee, including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in said Note and Mortgage or Deed of Trust; and (c) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by the trustee(s) under the Deed of Trust secured hereby, or by a receiver to be appointed by court and irrespective of said Assignor's possession, then or thereafter, to enter upon, take possession of, manage and operate said premises or any part thereof, make, modify, enforce, cancel or accept surrender of any lease now in effect or hereafter in effect on said premises or any part thereof; remove and evict any lessee; increase or reduce rents; decorate, clean and make repairs; and otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the rents so collected to the operation and management of said premises, but in such order as Assignee shall deem proper, and including payment of reasonable management, brokerage and attorney's fees, payment of the indebtedness under the said Note and Mortgage or Deed of Trust and maintenance, without interest thereon, of a reserve for replacement;

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of said premises by Assignee, be deemed or construed to constitute Assignee a mortgagee in possession nor thereafter or at any time or in any event obligate the

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Clerk of the Court

\_\_\_\_\_  
Judge of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

\_\_\_\_\_  
Deputy Clerk of the Court

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Assignee to appear in or defend any action or proceeding relating to the said leases or to the said premises, or to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under said leases, or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the said premises;

And provided further that the collection of said rents and application as aforesaid and/or the entry upon and taking possession of the said premises shall not cure or waive any default or waive, modify or affect any notice of default under said Note and Mortgage or Deed of Trust to invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection and application aforesaid of such rents may have cured for the time the original default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent default.

7. That Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Assignment, or for any action taken by the Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of said leases, including, but without limitation thereto, any claim by any lessee of credit for rental paid to and received by Assignor, but not delivered to Assignee, for any period under any said lease more than two months in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) with interest thereon at the penalty rate set forth in said Note and Mortgage or Deed of Trust shall be payable by Assignor immediately without demand, and shall be secured hereby and by said Mortgage or Deed of Trust.

8. That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to Assignee executed copies of any and all other and future leases upon all or any part of the said premises and will transfer and assign to Assignee, upon the same terms and conditions as herein contained, such other and future leases and Assignor hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment (including assignment of the rent under any lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

9. That the failure of the Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times, shall not be construed or deemed to be a waiver by Assignee of any of its rights and remedies under said Note and Mortgage or Deed of Trust, or under the laws of the state in which the said premises are situate. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

10. That upon payment in full of all of the indebtedness secured by said Note and Mortgage or Deed of Trust and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person, firm or corporation, may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rents by reason of any default claimed by Assignee shall be sufficient warrant to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

11. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same to Assignor personally or by leaving a copy of same addressed to Assignor at the address appearing hereinabove, or by depositing a copy of same in the United States mail, postage prepaid and addressed to Assignor at said address.

12. That the terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all lessees, sub-tenants and assigns of same, and all occupants and subsequent owners of the said premises, and all subsequent holders of the said Note and Mortgage or Deed of Trust. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

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On this day of the month of 1900, I, the undersigned, Clerk of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County Clerk's Office.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 1900.

\_\_\_\_\_  
Clerk of Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

\_\_\_\_\_  
Notary Public for Cook County, Illinois

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COOK COUNTY

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IN WITNESS WHEREOF. This Assignment has been duly executed by the Assignor, <sup>as of</sup> the day and year first above written.

ASSIGNOR:

LASALLE NATIONAL BANK, not personally, but as Trustee  
u/t/a dated November 13, 1965 a/h/a Trust No. 106506

By: [Signature]

Its: ASSISTANT VICE PRESIDENT

Attest: [Signature]

Its: ASSISTANT SECRETARY

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The name and post office address of the party preparing this Assignment is:

Glen R. Cornbleth, Esq.  
Sechnoff & Weaver, Ltd.  
29th Floor  
30 South Wacker Drive  
Chicago, Illinois 60606-7484

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State of Illinois, County of Cook, ss. I, Clerk of said County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of said County.

Witness my hand and the seal of said County at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Notary Public for Cook County, Illinois

Notary Public for Cook County, Illinois  
My Commission Expires \_\_\_\_\_, 19\_\_\_\_  
Notary Public for Cook County, Illinois



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## JUNIOR ASSIGNMENT OF LEASES AND RENTS

Rider attached hereto and made a part of that certain Junior Assignment of Leases and Rents dated as of April 10, 1989, by and between LaSalle National Bank, not personally, but solely as Trustee U/T/A dated November 13, 1985 a/k/a Trust No. 106506 ("Assignor") and Arthur Slaven and Laurence Ashkin (collectively, "Assignee")

This Rider supplements the terms and conditions of the Junior Assignment of Leases and Rents and to the extent any of the terms and conditions contained in this Rider conflict with the terms and conditions contained in the Junior Assignment of Leases and Rents, this Rider shall control.

1. (a) Notwithstanding anything contained herein to the contrary, this Junior Assignment of Leases and Rents is a junior lien on said premises subject to the prior assignment(s) of leases and rents listed on Exhibit "B" attached hereto and made a part hereof (the "Senior Assignment(s)"). All rights of Assignee hereunder are subordinate to all rights of the holder of the Senior Assignment(s). The Borrower covenants to faithfully and fully observe and perform each and every term, covenant and condition of any and all Senior Assignment(s) and of any and all loan agreements, notes, security agreements and other loan documents related to the Senior Assignment(s), collectively, including the Senior Assignment(s), the "Senior Financing Documents"), and shall not permit any of such Senior Financing Documents to go into default. Borrower shall immediately notify Lender of any default or delinquency under any of the Senior Financing Documents, and shall provide Lender with a copy of any notice of default or delinquency received by Borrower pursuant to any of the Senior Financing Documents. A default or delinquency under any one of the Senior Financing Documents shall automatically and immediately constitute a default under this Junior Assignment of Leases and Rents, and in consequence thereof, Lender may avail itself of any remedies it may have for default hereunder, including, without limitation, acceleration of the Note.

(b) Lender is hereby expressly authorized to advance at its option all sums necessary to keep any Senior Financing Documents in good standing, and all sums so advanced, together with interest thereon at the Default Rate (as defined in the Note) shall be repayable on demand to Lender and shall be secured by the lien on this Junior Assignment of Leases and Rents as the case of other advances made by Lender hereunder.

2. Nothing herein contained shall be deemed to cause the Assignor, Assignor's beneficiary or any limited or general partner of Assignor's beneficiary personally to be liable to pay

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COMMUNICATIONS SECTION

On this day, I, the undersigned, being duly sworn, depose and say that the foregoing is a true and correct copy of the original as the same appears in the files of the Cook County Clerk's Office.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Notary Public for Cook County, Illinois  
My Commission Expires \_\_\_\_\_, 20\_\_\_\_  
I, \_\_\_\_\_, Clerk of Cook County, Illinois, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the files of the Cook County Clerk's Office.

Witness my hand and the seal of the Cook County Clerk's Office this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Clerk of Cook County, Illinois

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the Note or any other liabilities set forth in the Loan Documents (defined herein as defined in the Note), and the Assignee shall not seek any personal or deficiency judgment on the Note or with respect to the other said liabilities, and the sole remedy of the Assignee shall be against said premises and any other property securing the Note; provided, however, that the foregoing shall not in any way effect any rights the Assignee may have (as a secured party or otherwise) hereunder or under the Note or under any collateral agreement which may from time to time serve as security for the Note or any rights the Assignee may have to (a) proceed against any entity or person whatsoever, including any of the above, with respect to the enforcement of any guarantees; or (b) recover any damages, expenses or costs (including without limitation reasonable attorneys' fees) incurred by Assignee as result of fraud or waste; or (c) recover any condemnation or insurance proceeds or other similar funds or payments attributable to said premises which under the terms of the Junior Mortgage should have been paid to Assignee; or (d) recover any tenant security deposits, advanced or prepaid rents, or other sums paid to the Assignor or any other entity or person in connection with the operation of said premises.

3. This Junior Assignment of Leases and Rents is executed and delivered by the Assignor not individually or personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on LaSalle National Bank personally to pay the loan or any interest, late charge or premium that may accrue thereon or any of the indebtedness arising or accruing under or pursuant hereto or to the Note or any other Loan Document, or to perform any covenant, undertaking, representation or agreement, either express or implied, contained herein or in the Note or any other Loan Document, all such personal liability, if any, of the Assignor being expressly waived by the Assignee and by each and every person now or hereafter claiming any right under this Junior Assignment of Leases and Rents; provided, however, that nothing herein contained shall in any way limit the liability of any other obligor (not including the Assignor) hereunder or under the Note or any other Loan Document. The Assignee agrees that it will look solely to the collateral described herein, and such other collateral, if any, as may expressly be given hereafter to secure Assignor's obligations under this Junior Assignment of Leases and Rents, the Note and any other Loan Document.

Assignor hereby represents and warrants that it possesses full power and authority to execute and deliver this instrument. Assignor hereby covenants and represents to Assignee that it has executed this Junior Assignment of Leases and Rents and the other Loan Documents at the express direction of its beneficiary.

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IN SENATE  
JANUARY 10, 1907  
REPORT  
OF THE  
COMMISSIONERS OF THE  
LAND OFFICE  
IN RESPONSE TO A  
RESOLUTION PASSED  
BY THE SENATE  
MAY 15, 1906  
RELATIVE TO THE  
LANDS BELONGING TO  
THE STATE OF ILLINOIS  
AND THE  
LANDS BELONGING TO  
THE UNITED STATES  
AND THE  
LANDS BELONGING TO  
THE SEVERAL STATES  
AND TERRITORIES  
AND THE  
LANDS BELONGING TO  
THE FEDERAL GOVERNMENT  
AND THE  
LANDS BELONGING TO  
THE SEVERAL STATES  
AND TERRITORIES  
AND THE  
LANDS BELONGING TO  
THE FEDERAL GOVERNMENT

DEPARTMENT OF THE  
LAND OFFICE  
CHICAGO, ILLINOIS  
JANUARY 10, 1907

RECEIVED  
JAN 10 1907

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IN WITNESS WHEREOF, the undersigned have executed and delivered this Junior Assignment of Leases and Rents in Chicago, Illinois as of the day and year first above written.

LASALLE NATIONAL BANK, not personally, but solely as Trustee as aforesaid

By:   
Its: ASSISTANT VICE PRESIDENT

Attest:   
Its: ASSISTANT SECRETARY

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The County of Cook, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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EXHIBIT "A"  
**UNOFFICIAL COPY**

**PARCEL 1:**

LOTS 7, 8, 9, 10, 11, 12 AND 13 IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON IN THE NORTH WEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM, THAT PORTION OF LOTS SEVEN TO ELEVEN AFORESAID, (TAKEN AS ONE TRACT) IN THE RESUBDIVISION OF BLOCK SEVENTEEN IN EVANSTON, DESCRIBED AS FOLLOWS TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT SEVEN THENCE RUNNING SOUTH ALONG THE EAST LINE OF SAID LOT SEVEN, A DISTANCE OF EIGHTY FEET; THENCE RUNNING WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT SEVEN A DISTANCE OF THIRTY-FIVE FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT SEVEN, A DISTANCE OF FIVE FEET; THENCE RUNNING WEST ALONG A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS SEVEN TO ELEVEN, A DISTANCE OF ONE HUNDRED EIGHTY-FIVE FEET; THENCE RUNNING NORTH ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID LOT SEVEN, A DISTANCE OF EIGHTY-FIVE FEET TO A POINT IN THE NORTH LINE OF SAID LOT ELEVEN, BEING TWO HUNDRED TWENTY FEET FROM THE NORTH EAST CORNER OF SAID LOT SEVEN; THENCE EAST ALONG THE NORTH LINE OF SAID LOTS SEVEN TO ELEVEN TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

PERPETUAL NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED AUGUST 4, 1975 AND RECORDED AUGUST 14, 1975 AS DOCUMENT NUMBER 23187121 AND BY GRANT OF EASEMENT DATED APRIL 6, 1989 AND RECORDED APRIL 10, 1989 AS DOCUMENT NUMBER 89 154855 FOR INGRESS AND EGRESS OF PERSONS AND VEHICLES AND FOR THE LOADING AND UNLOADING OF TRUCKS AND OTHER CARRIERS OVER THE WEST 28.5 FEET OF THAT PART OF LOTS 7 TO 11, INCLUSIVE, IN THE RESUBDIVISION OF BLOCK 17 IN EVANSTON IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 7, THENCE RUNNING SOUTH ALONG AND UPON THE EAST LINE OF SAID LOT 7 A DISTANCE OF 80 FEET; THENCE RUNNING WEST ALONG AND UPON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT 7 A DISTANCE OF 35 FEET; THENCE SOUTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7 A DISTANCE OF 5 FEET; THENCE RUNNING WEST ALONG AND UPON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS 7 TO 11 A DISTANCE OF 185 FEET; THENCE RUNNING NORTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT 7 A DISTANCE OF 85 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 11, 220 FEET FROM THE NORTHEAST CORNER OF SAID LOT 7, THENCE ALONG AND UPON THE NORTH LINE OF SAID LOTS 11 TO 7, INCLUSIVE, TO THE POINT OF BEGINNING

**PARCEL 3:**

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED UNDER SECTION 4 OF THAT CERTAIN INDENTURE MADE THE 12TH DAY OF JANUARY, 1926 AS DOCUMENT NUMBER 9157485 FOR PASSAGEWAY AND PRIVATE ALLEY PURPOSES OVER THE SOUTH 5 FEET OF THE FOLLOWING DESCRIBED PREMISES AND FOR LIGHT AND AIR ABOVE THE HEIGHT OF SIXTY FEET OR FOUR STORIES, OVER THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF LOTS SEVEN (7) TO ELEVEN (11) INCLUSIVE, IN THE RESUBDIVISION OF BLOCK SEVENTEEN (17) IN EVANSTON, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO WIT:  
BEGINNING AT THE NORTHEAST CORNER OF SAID LOT SEVEN (7) IN THE SAID RESUBDIVISION OF SAID BLOCK SEVENTEEN (17) IN EVANSTON, COOK COUNTY, ILLINOIS, THENCE RUNNING SOUTH ALONG AND UPON THE EAST LINE OF SAID LOT SEVEN (7), A DISTANCE OF EIGHTY (80) FEET; THENCE RUNNING WEST ALONG AND UPON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOT SEVEN (7) A DISTANCE OF THIRTY-FIVE (35) FEET, THENCE SOUTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT SEVEN (7), A DISTANCE OF FIVE (5) FEET; THENCE RUNNING WEST ALONG AND UPON A LINE PARALLEL WITH THE NORTH LINE OF SAID LOTS SEVEN (7) TO ELEVEN (11) A DISTANCE OF ONE HUNDRED AND EIGHTY-FIVE (185) FEET; THENCE RUNNING NORTH ALONG AND UPON A LINE PARALLEL WITH THE EAST LINE OF SAID LOT SEVEN (7) A DISTANCE OF EIGHTY-FIVE (85) FEET TO A POINT IN THE NORTH LINE OF SAID LOT ELEVEN (11), TWO HUNDRED AND TWENTY (220) FEET FROM THE NORTH EAST CORNER OF SAID LOT SEVEN (7), THENCE ALONG AND UPON THE NORTH LINE OF SAID LOT ELEVEN (11) AND THE NORTH LINE OF SAID LOTS (10) TO SEVEN (7) (INCLUSIVE) TO THE POINT OF BEGINNING.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court at Chicago, Illinois, this 1st day of January, 1900.

CLERK OF THE COURT

CHIEF CLERK

DEPUTY CLERK

RECORDS AND CLERK

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## EXHIBIT "B"

1. Assignment of Lessor's Interest in Lease dated April 5, 1989 and recorded April 10, 1989 in the Recorder's Office of Cook County, Illinois as document number 89-154857, made by Evanston Galleria Limited Partnership to American General Life and Accident Insurance Company.

2. Assignment of Lessor's Interest in Lease dated April 5, 1989 and recorded April 10, 1989 in the Recorder's Office of Cook County, Illinois as document number 89-154858, made by the Assignor, as defined in the Junior Assignment of Leases and Rents to which this Exhibit is attached, to American General Life and Accident Insurance Company.

-- No Others --

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