

UNOFFICIAL COPY ILLINOIS

PROPERTY ADDRESS:  
13511 South Torrence Ave.  
Chicago, Illinois 60633

PERMANENT TAX INDEX NUMBERS:  
26-31-415-003-0000 Vol. 304  
26-31-301-013-0000 Vol. 304

90538537

ASSIGNMENT OF MORTGAGE

This ASSIGNMENT OF MORTGAGE dated as of May 10, 1990 (the "Assignment") is made and entered into by THE FIRST NATIONAL BANK OF BOSTON (the "Original Agent"), a national banking association, as original agent for itself and those other banks (the "Banks") party to the Credit Agreement (as defined below) (the "Original Mortgagee") for the benefit of CAISSE NATIONALE DE CREDIT AGRICOLE (the "Successor Agent"), a banking corporation organized under the laws of the Republic of France, as successor agent for itself and the Banks (the "Successor Mortgagee").

. DEPT-01 RECORDING \$16.00  
. T04444 TRAN 4654 11/02/90 15134:00  
. 46942 1 D \*-90-538537  
. COOK COUNTY RECORDER

RECITALS

A. The Mortgagor (as defined on Exhibit A attached hereto and made a part hereof for all purposes), the other borrowers listed on Schedule 1 to the Credit Agreement, the Original Agent, the Successor Agent, and the other banks listed on Schedule 2 to the Credit Agreement are parties to a Revolving Credit and Term Loan Agreement dated as of June 25, 1987, as previously amended (as so amended, the "Credit Agreement").

B. The Mortgagor executed that certain Mortgage (as defined on Exhibit A attached hereto and made a part hereof for all purposes) dated June 25, 1987, in favor of the Original Mortgagee, covering the property described in Attachment A to the Mortgage.

C. The Mortgage was given to secure, among other things, the payment and performance of the Obligations as defined in the Mortgage Rider, which constitutes a part of the Mortgage as Schedule I (the "Rider"), which Obligations are evidenced by, among other things, promissory notes payable to the order of each of the Banks.

D. The Original Agent resigned as agent for the Banks and the Banks designated and appointed the Successor Agent as the successor agent for the Banks, who thereby succeeds to certain rights, powers and duties of the Original Agent under the terms of the Credit Agreement and the Loan Documents.

E. By the execution and recordation of this instrument, the Original Agent, for itself and the Banks, intends to effectuate more fully, and to impart constructive notice of,

-90-538537

BOX 430

16.00

UNOFFICIAL COPY

Property of Cook County Clerk's Office

the resignation of the Original Agent as agent for itself and the Banks and the appointment of the Successor Agent as successor agent for itself and the Banks.

F. For and in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Original Mortgagee hereby agrees as follows:

**Section 1. Definitions.** Unless otherwise indicated, all terms used in this Assignment that are defined in the Credit Agreement shall have the same meaning in this Assignment that are assigned to such terms in the Credit Agreement.

**Section 2. Assignment.** To effectuate more fully, and to impart constructive notice of, the resignation of the Original Agent as agent for itself and the Banks and the appointment of the Successor Agent as successor agent for itself and the Banks, the Original Mortgagee hereby GRANTS, BARGAINS, ASSIGNS AND TRANSFERS to the Successor Mortgagee the Mortgage and all rights, titles, interests, liens, security interests, assignments, powers and estates granted thereby or arising thereunder (collectively, the "Security Documents and Collateral"), together with all its rights, title and interest in and to the Obligations and to the mortgagee under the Mortgage, TO HAVE AND TO HOLD the Security Documents and Collateral, together with all and singular the rights of the Original Mortgagee in and to the Obligations and as the mortgagee under the Mortgage, and the rights, titles, interests, liens, powers and instruments thereto in anywise belonging unto the Successor Mortgagee, its successors and assigns, forever.

**Section 3. Miscellaneous Agreements.**

(a) The Original Mortgagee agrees that it will, upon request by the Successor Mortgagee and at the expense of the Mortgagor, execute and deliver from time to time any and all other instruments which may be reasonably requested by the Successor Mortgagee to cure any defect in the execution, delivery or performance of any of the Loan Documents or to more fully effectuate the agreements evidenced by this Assignment.

(b) Except as specifically provided for in the terms of this Assignment, all of the terms, provisions and agreements

90538537

UNOFFICIAL COPY

contained in the Mortgage remain in full force and effect and are ratified and confirmed hereby.

IN WITNESS WHEREOF, the Original Mortgagee has caused this Assignment to be executed and delivered by its duly authorized officer, to be effective as of the date first above written.

ORIGINAL MORTGAGEE:

THE FIRST NATIONAL BANK OF BOSTON, as Agent for itself and the Banks

By: [Signature]  
Name: John J. Bradley  
Title: Authorized Officer

90538537

THE COMMONWEALTH OF MASSACHUSETTS §  
§  
COUNTY OF SUFFOLK §

This instrument was acknowledged before me on the 24 day of September 1990, by John J. Bradley, Authorized Officer of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, as Agent for itself and the Banks, on behalf of said association.

RAYMOND E. BIGGAR  
NOTARY PUBLIC  
Raymond E. Biggar  
Printed Name: Raymond E. Biggar  
Notary Public in and for  
the Commonwealth of Massachusetts  
My Commission Expires: 5-25-95

Original Mortgagee's Address:

100 Federal Street  
Boston, Massachusetts 02110

UNOFFICIAL COPY

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

9 0 3 3 3 3 3 1

**Successor Mortgagee's Address:**

55 East Monroe  
Suite 4700  
Chicago, Illinois 60603  
Attention: Joseph M. Kunze,  
Assistant Vice President

~~This instrument was prepared by and  
after recording should be mailed to:~~

Susan E. Kinkaid  
Bracewell & Patterson  
2900 South Tower Pennzoil Place  
Houston, Texas 77002

SEK\20345\7005  
04460768.DOC

90538537

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CHICAGO,  
ILLINOIS

EXHIBIT A TO ASSIGNMENT OF MORTGAGE

Nu-Car Carriers, Inc., a Massachusetts corporation (the "Mortgagor").

Mortgage and Security Agreement recorded in the office of the Recorder of Deeds, Cook County, Illinois under Clerk's File No. 87362616 (the "Mortgage").

SEK\20365\7005  
04660723.00C

90538537

LEGAL DESCRIPTION

That part of the South half of Section 31, Township 37 North, Range 15, East of the Third Principal Meridian, lying West of the Southwesterly line of the right of way of the now or formerly New York, Chicago, and St. Louis Railroad Company, lying East of a line 50 feet East of and Parallel with the West Line of Section 31, aforesaid, lying North of a line 1710.4 feet North of and parallel with the South line of said Section 31 (except the North 680 feet thereof); together with that part of the South 310 feet of the North 680 feet of the South half of said Section 31, lying West of a line drawn at right angles to the South line of the North 370 feet of the North 680 feet of the South half of said Section 31 through a point 615.04 feet (as measured along said South line of the North 370 feet) East of the East line of the West 50 feet of said Section 31.

PARCEL 2:

Easement for the benefit of Parcel 1 as created by Easement Grant from Ford Motor Company, a Corporation of Delaware to Nu-Car Carriers, a Massachusetts Corporation dated March 16, 1983 and recorded March 18, 1983 as Document 26540748 over the following described land:

That part of the South 50 feet of the North 370 feet of the South half of Section 31, Township 37 North, Range 15 East of the Third Principal Meridian, lying West of a line drawn at right angles to the South line of the North 370 feet of the North 680 feet of the South half of said Section 31 through a point 615.04 feet (as measured along said South line of the North 370 feet) East of the East line of the West 50 feet of said Section 31; lying East of a line 50 feet East of parallel with the West line of Section 31 aforesaid all in Cook County, Illinois.\*\*\*