

Property Address: See EXHIBIT A  
Permanent Real Estate Tax Index Numbers: See EXHIBIT A

**PREPARED BY:**  
**FREEMAN & KOHN**  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

**RETURN TO:**  
**FREEMAN & KOHN**  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

CFC #1251-0

Rev. 11/10/90

1251X0G2.010

**ASSIGNMENT OF RENTS AND LEASES  
(BORROWER AND BENEFICIARY)**

2500

THIS ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY) is made as of November 1, 1990, by, between and among:

CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee under two Trust Agreements respectively dated July 19, 1977 and October 1, 1986 and respectively known as Trust Numbers 1070227 and 1089545, whose post office address is 111 West Washington Street, Chicago, Illinois 60602 (CHICAGO TITLE AND TRUST COMPANY, acting as Trustee as aforesaid under both of said Trust Agreements respectively dated (i) July 19, 1977 and known as Trust Number 1070227 ("Trust No. 1070227") and (ii) October 1, 1986 and known as Trust Number 1089545 ("Trust No. 1089545") is hereinafter referred to as the "Borrower");

VIRGINIA LEAHY, as successor Trustee of: (1) Leahy Special Trust Number 1 for the benefit of the children of Thomas F. Leahy and Janet M. Leahy, under agreement dated January 1, 1981; (2) Leahy Special Trust Number 2 for the benefit of the children of John Patrick Leahy and Virginia M. Leahy, under agreement dated January 1, 1981; and (3) Leahy Special Trust Number 3 for the benefit of the children of James F. Leahy and Linda R. Leahy, under agreement dated January 1, 1981, whose post office address is 2775 Shermer Road, Northbrook, Illinois 60062 (hereinafter called "Beneficiary #1");

JPT, INC., an Illinois corporation, whose post office address is 2775 Shermer Road, Northbrook, Illinois 60062 (hereinafter called "Beneficiary #2"); and

AMERICAN HOTEL REGISTER COMPANY, an Illinois corporation, whose post office address is 2775 Shermer Road, Northbrook, Illinois 60062 ("AHRC");

72-79-264 02 Cameron

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PROPERTY OF

WETHEM TO:  
MORAN & MORAN  
3 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

PROPERTY OF  
MORAN & MORAN  
3 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

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PROPERTY OF MORAN & MORAN  
3 NORTH LASALLE STREET  
CHICAGO, ILLINOIS 60602

PROPERTY OF MORAN & MORAN  
3 NORTH LASALLE STREET  
CHICAGO, ILLINOIS 60602

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CHICAGO, ILLINOIS 60602

PROPERTY OF MORAN & MORAN  
3 NORTH LASALLE STREET  
CHICAGO, ILLINOIS 60602

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## TO AND FOR THE BENEFIT OF:

**THE FIDELITY MUTUAL LIFE INSURANCE COMPANY**, a Pennsylvania corporation, whose post office address is 250 King of Prussia Road, Radnor, Pennsylvania 19087 (hereinafter called "Assignee").

Beneficiary #1 and Beneficiary #2 are hereinafter collectively called the "Beneficiary"; and the Borrower, Beneficiary and AHRC are hereafter collectively called the "Assignor". Beneficiary #1 owns one hundred percent (100%) of the beneficial interest under the said Trust Agreement No. 1070227 and Beneficiary #2 owns one hundred percent (100%) of the beneficial interest under the said Trust Agreement No. 1089545, but Beneficiary has no legal or equitable interest in the "Premises" hereinafter described.

## W I T N E S S E T H:

Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower and Beneficiary and AHRC and each of them in, to and under all leases, subleases and subsubleases of the real estate described in EXHIBIT A attached hereto and made a part hereof (collectively referred to as the "Premises"), whether such leases, subleases or subsubleases are now in existence or are hereafter entered into, including the prime lease, two subleases and two subsubleases described in the SCHEDULE OF LEASES AND OPTIONS attached hereto and made a part hereof, together with all guaranties, amendments, extensions and renewals of said leases and any of them, all of which leases, subleases, subsubleases, guaranties, amendments, extensions and renewals being hereinafter called the "Leases", and together with all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use or occupancy of the Premises.

**This Assignment is made for the purpose of securing:**

A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain PROMISSORY NOTE (the "Note") of Borrower of even date herewith in the principal sum of **THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS (\$3,800,000.00)**, secured by a certain MORTGAGE ("Mortgage") bearing even date herewith, encumbering the Premises; and

B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and any other instrument constituting security for the Note.

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**Assignor covenants and agrees with Assignee as follows:**

1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Borrower or Beneficiary or AHRC, or one or more of them, and that Borrower and Beneficiary and AHRC have not, and each shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents thereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.
3. That none of the Leases shall be altered, modified, amended, terminated, cancelled, or surrendered nor will rental be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of the Assignee.
4. Except as provided on any rent roll delivered to Assignee that there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.
5. That Assignor shall give prompt notice to Assignee of any notice received by Borrower and/or Beneficiary claiming that a default has occurred under any of the Leases on the part of the Borrower or Beneficiary, together with a complete copy of any such notice.
6. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of any lessor and any lessee under any of the Leases, unless the Assignee shall otherwise agree in writing.
7. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage and the lien of general real estate taxes not then delinquent.
8. There shall be no merger of the Leases, or any of them, by reason of the fact that the same individual or entity may acquire or hold, directly or indirectly, the estate of both the landlord and the tenant under any of the Leases, or any part thereof, unless the Assignee shall otherwise agree in writing.

**The parties further agree as follows:**

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a notice is sent to the Assignor in writing that a default, which has not been cured within any

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applicable cure period, has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note and the expiration of any applicable cure period, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits for so long as such default or defaults shall continue to exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period. Upon the cure of any such default, Lender shall deliver a notice to each tenant withdrawing its prior notice regarding payments.

Borrower and Beneficiary and AHRC hereby irrevocably appoint Assignee their true and lawful attorney, with full power of substitution and with full power for Assignee, in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises or any part thereof or any of the Leases, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Borrower and/or Beneficiary and/or AHRC or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed by Assignor to pay any and all amounts due Borrower and/or Beneficiary and/or AHRC pursuant to the Leases to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Borrower and/or Beneficiary and/or AHRC in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage

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In addition to the above, the undersigned has also been advised that the following information is being furnished to you for your information and guidance. The undersigned is not responsible for the accuracy of the information furnished to you and does not warrant its accuracy.

The undersigned is not responsible for the accuracy of the information furnished to you and does not warrant its accuracy. The undersigned is not responsible for the accuracy of the information furnished to you and does not warrant its accuracy. The undersigned is not responsible for the accuracy of the information furnished to you and does not warrant its accuracy.

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PROPERTY OF COOK COUNTY CLERK'S OFFICE



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claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any liability, loss or damage incurred by Assignee under the Leases until such time as Assignee shall actually take possession of the Premises. Nothing herein contained shall be construed as constituting the Assignee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by the Assignee.

Waiver of or acquiescence by Assignee of any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, Mortgage and all other instruments constituting security for the Note, and at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All notices, demands and requests given by any party hereunder shall be in writing and shall be by: (i) hand delivery to the address for notices; (ii) delivery by overnight courier service to the address for notices; or (iii) certified mail, return receipt requested, addressed to the address for notices by United States mail, postage prepaid. All notices shall be deemed received upon the earliest to

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paid for and retained by the party to whom the same were delivered, and the same were not to be used for any other purpose than the payment of the debt for which they were given. In the event of the death of the party to whom the same were delivered, the same were to be paid to his heirs or assigns, and in the event of the death of the party to whom the same were given, the same were to be paid to his heirs or assigns. This agreement was made and entered into by the parties to the above-mentioned deed, and the same is hereby confirmed and ratified by the parties to the same, and the same is hereby made a part of the deed, and the same is hereby made a part of the record of the deed.

And the parties to the above-mentioned deed, and the parties to the same, do hereby certify that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed.

And the parties to the above-mentioned deed, and the parties to the same, do hereby certify that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed.

And the parties to the above-mentioned deed, and the parties to the same, do hereby certify that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed.

And the parties to the above-mentioned deed, and the parties to the same, do hereby certify that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed.

And the parties to the above-mentioned deed, and the parties to the same, do hereby certify that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed, and that the same is a true and correct copy of the original deed.

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occur of: (1) the hand delivery of such notice to the address for notices; (2) one day after the deposit of such notice with an overnight courier service addressed to the address for notices; or (iii) three days after depositing the notice in the United States mail as set forth in (3) above. All notices shall be addressed to the following addresses:

If to Assignor:

**CHICAGO TITLE AND TRUST COMPANY**, an Illinois corporation, not personally but solely as Trustee under two Trust Agreements respectively dated July 19, 1977 and October 1, 1986 and respectively known as Trust Numbers 1070227 and 1089545  
111 West Washington Street  
Chicago, Illinois 60602

With a copy to each of:

**JAMES F. LEAHY and J. PATRICK LEAHY**  
2775 Shermer Road  
Northbrook, Illinois 60062

- and -

**KECK, MAHIN & CATE**  
8300 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606-6589  
Attention: Dennis M. Wilson, Esq.

If to Assignee:

**THE FIDELITY MUTUAL LIFE INSURANCE COMPANY**  
250 King of Prussia Road  
Radnor, Pennsylvania 19087

With a copy to:

**FREEMAN & KOHN**  
2 North LaSalle Street  
Suite 1400  
Chicago, Illinois 60602

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

The term "Assignor", "Assignee", "Borrower" and "Beneficiary" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

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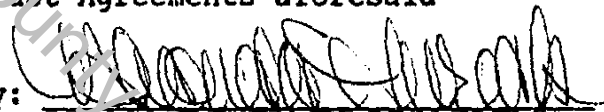
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THIS ASSIGNMENT OF RENTS AND LEASES (BORROWER AND BENEFICIARY) is executed by VIRGINIA LEAHY and by CHICAGO TITLE AND TRUST COMPANY, not personally but as Trustees as aforesaid in the exercise of the power and authority conferred upon and vested in them as such Trustees (and the undersigned hereby warrant that each possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating any liability on Borrower or Beneficiary or any beneficiary thereof personally to perform any covenant, either expressed or implied, herein contained or to pay any portion of or all of the obligations of Borrower under the Loan Documents, all such liability, if any, being expressly waived by every person now or hereafter claiming any right or security hereunder; but nothing herein contained shall adversely affect, impair nor annul: (i) the validity, priority or enforceability of all security given to secure the obligations of the CHICAGO TITLE AND TRUST COMPANY as Trustee hereunder; nor (ii) the obligations and personal liability expressly assumed by each guarantor (if any) of the obligations of CHICAGO TITLE AND TRUST COMPANY as Trustee under the two Trust Agreements as aforesaid.


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IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed and sealed as of the date first above written.

CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee under the two Trust Agreements aforesaid

By:   
Its ASST. VICE PRESIDENT  
RHONDA TURECK

ATTEST:

By:   
Its (Assistant) Secretary

(Impress corporate seal here)

- and -

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*[Handwritten Signature]*  
 \_\_\_\_\_  
 CLERK OF COOK COUNTY

BY: \_\_\_\_\_  
 (Print Name)  
 (Typed Name)

11/15/2011 10:30 AM

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Virginia K Leahy  
VIRGINIA LEAHY, as successor Trustee of: (1) Leahy Special Trust Number 1 for the benefit of the children of Thomas F. Leahy and Janet M. Leahy, under agreement dated January 1, 1981; (2) Leahy Special Trust Number 2 for the benefit of the children of John Patrick Leahy and Virginia M. Leahy, under agreement dated January 1, 1981; and (3) Leahy Special Trust Number 3 for the benefit of the children of James F. Leahy and Linda R. Leahy, under agreement dated January 1, 1981

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- and -

JPT, INC., an Illinois corporation

By: James F. Leahy  
Its President

ATTEST:

By: Thomas F. Leahy  
Its (Assistant) Secretary

- and -

AMERICAN HOTEL REGISTER COMPANY, an Illinois corporation

By: James F. Leahy  
Its President

ATTEST:

By: Virginia K. Leahy  
Its (Assistant) Secretary

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PROPERTY OF COOK COUNTY CLERK'S OFFICE

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 1st day of January, 1921.

CLERK OF COOK COUNTY

ILLINOIS CORPORATION

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

RECORDED

FILED

REGISTERED MAIL RECEIPT COMPANY, INC.

BY: \_\_\_\_\_  
DATE: \_\_\_\_\_

RECORDED

FILED

COOK COUNTY CLERK'S OFFICE



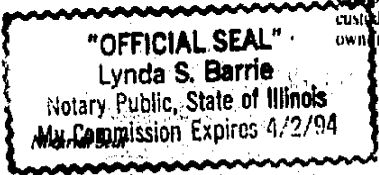
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STATE OF ILLINOIS,  
COUNTY OF COOK

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named Assistant Vice President and Assistant Secretary of the CHICAGO TITLE AND TRUST COMPANY, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that said Assistant Secretary, as custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.



Given under my hand and Notarial Seal this NOV 14, 1990.  
Lynda S. Barrie  
Notary Public

NP86-1

NOTARY PUBLIC

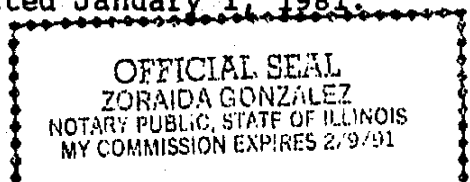
(Impress Notarial Seal Here)

My commission expires: \_\_\_\_\_, 19\_\_\_\_.

STATE OF ILLINOIS )  
COUNTY OF COOK )

SS.

The foregoing instrument was acknowledged before me this ~~FIFTEEN~~ day of NOVEMBER, 1990 by VIRGINIA LEAHY, as successor Trustee of: (1) Leahy Special Trust Number 1 for the benefit of the children of Thomas F. Leahy and Janet M. Leahy, under agreement dated January 1, 1981; (2) Leahy Special Trust Number 2 for the benefit of the children of John Patrick Leahy and Virginia M. Leahy, under agreement dated January 1, 1981; and (3) Leahy Special Trust Number 3 for the benefit of the children of James F. Leahy and Linda R. Leahy, under agreement dated January 1, 1981.



Zoraida Gonzalez  
NOTARY PUBLIC

(Impress Notarial Seal Here)

My commission expires: 2/9, 1991.

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

NOTARY PUBLIC

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

My commission expires on \_\_\_\_\_, 20\_\_\_\_.

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

The foregoing instrument was acknowledged before me this FIFTEEN day of NOVEMBER, 1990 by JAMES F. LEAHY, President of JPT, INC., an Illinois corporation, on behalf of the corporation.

OFFICIAL SEAL  
ZORAIDA GONZALEZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/9/91  
(Impress Notarial Seal Here)

Zoraída González  
NOTARY PUBLIC

My commission expires: 2/9, 1991.

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

The foregoing instrument was acknowledged before me this FIFTEEN day of NOVEMBER, 1990 by JAMES F. LEAHY, President of AMERICAN HOTEL REGISTER COMPANY, an Illinois corporation, on behalf of the corporation.

OFFICIAL SEAL  
ZORAIDA GONZALEZ  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 2/9/91  
(Impress Notarial Seal Here)

Zoraída González  
NOTARY PUBLIC

My commission expires: 2/9, 1991.

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STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois  
My Commission Expires \_\_\_\_\_

STATE OF ILLINOIS  
COUNTY OF COOK

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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 \_\_\_\_\_, 20\_\_\_\_.

Notary Public in and for the State of Illinois  
My Commission Expires \_\_\_\_\_

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**EXHIBIT A**

**LEGAL DESCRIPTION**

**PARCEL 1:**

LOTS 1 AND 2 IN WILL-SHER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN [EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 34.78 FEET; THENCE NORTHERLY 264.0 FEET TO A POINT BEING 622.70 FEET (622.55 FEET MEASURED) EASTERLY OF THE WEST LINE OF SAID LOT 1 (BEING ALSO THE EASTERLY LINE OF SHERMER ROAD); THENCE WESTERLY 31.70 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG AFORESAID WEST LINE OF LOT 1, 264.0 FEET TO THE POINT OF BEGINNING], IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561796 AND CORRECTED BY THE CERTIFICATE OF CORRECTION RECORDED JULY 12, 1977 AS DOCUMENT 24009409, INCLUDING ALL IMPROVEMENTS THEREON, EXCEPT FOR: (I) THAT CERTAIN WAREHOUSE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT); AND EXCEPT FOR: (II) THAT CERTAIN OFFICE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED JANUARY 1, 1990 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED MAY 1, 1990 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT).

90561870

**PARCEL 2:**

LEASEHOLD ESTATE CREATED BY SUBLEASE DATED OCTOBER 1, 1986, MADE BY AMERICAN HOTEL REGISTER COMPANY, A CORPORATION OF ILLINOIS, AS SUBLESSOR, TO CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545, AS SUBLESSEE, A MEMORANDUM OF WHICH SUBLEASE WAS RECORDED ON JULY 29, 1987 AS DOCUMENT NO. 87417134, FOR A TERM OF YEARS BEGINNING OCTOBER 1, 1986 AND ENDING APRIL 30, 2003, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY, SAID

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ISSUING OFFICE

OFFICE OF THE CLERK

CHICAGO, ILL.

RECEIVED

NOTARIAL PUBLIC

CHICAGO, ILL.

PROPERTY OF Cook County Clerk's Office

THIS IS TO CERTIFY THAT I, the undersigned, a Notary Public in and for the State of Illinois, have this day personally known and known the contents of the foregoing instrument, and that the same was executed by the parties thereto in conformity with the laws of the State of Illinois, and that the same is a true and correct copy of the original as the same appears from the records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

CHICAGO, ILL.

THIS IS TO CERTIFY THAT I, the undersigned, a Notary Public in and for the State of Illinois, have this day personally known and known the contents of the foregoing instrument, and that the same was executed by the parties thereto in conformity with the laws of the State of Illinois, and that the same is a true and correct copy of the original as the same appears from the records of this office.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

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SUBLESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID SUBLESSEE, DEMISING A PORTION OF PARCEL 1 DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2 IN WILL-SHER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN [EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 34.78 FEET; THENCE NORTHERLY 264.0 FEET TO A POINT BEING 622.70 FEET (622.65 FEET MEASURED) EASTERLY OF THE WEST LINE OF SAID LOT 1 (BEING ALSO THE EASTERLY LINE OF SHERMER ROAD); THENCE WESTERLY 31.70 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG AFORESAID WEST LINE OF LOT 1, 264.0 FEET TO THE POINT OF BEGINNING], IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561796 AND CORRECTED BY THE CERTIFICATE OF CORRECTION RECORDED JULY 12, 1977 AS DOCUMENT 24009409, WHICH PORTION OF PARCEL 1 IS LOCATED UNDER THAT CERTAIN WAREHOUSE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT).

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## PARCEL 3:

THAT CERTAIN WAREHOUSE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED OCTOBER 1, 1986 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT).

## PARCEL 4:

LEASEHOLD ESTATE CREATED BY SUBLEASE DATED JANUARY 1, 1990 MADE BY AMERICAN HOTEL REGISTER COMPANY, A CORPORATION OF ILLINOIS, AS SUBLESSOR, TO CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545, AS SUBLESSEE, ~~A MEMORANDUM OF WHICH SUBLEASE WAS RECORDED ON \_\_\_\_\_ 1990 AS DOCUMENT \_\_\_\_\_~~ FOR A TERM OF YEARS BEGINNING ON JANUARY 1, 1990 AND ENDING APRIL 30, 2003, AND ALL RIGHTS THEREUNDER OF, AND ALL ACTS DONE OR SUFFERED THEREUNDER BY,

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SAID SUBLESSEE OR BY ANY PARTY CLAIMING BY, THROUGH OR UNDER SAID SUBLESSEE, DEMISING A PORTION OF PARCEL 1 DESCRIBED AS FOLLOWS:

THAT PORTION OF LOTS 1 AND 2 IN WILL-SHER, BEING A SUBDIVISION OF PART OF THE SOUTHWEST  $\frac{1}{4}$  OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN [EXCEPTING THEREFROM THAT PART THEREOF DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 1, 34.78 FEET; THENCE NORTHERLY 264.0 FEET TO A POINT BEING 622.70 FEET (622.65 FEET MEASURED) EASTERLY OF THE WEST LINE OF SAID LOT 1 (BEING ALSO THE EASTERLY LINE OF SHERMER ROAD); THENCE WESTERLY 31.70 FEET TO THE WEST LINE OF SAID LOT 1; THENCE SOUTHERLY ALONG AFORESAID WEST LINE OF LOT 1, 264.0 FEET TO THE POINT OF BEGINNING], IN THE VILLAGE OF NORTHBROOK, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 4, 1973 AS DOCUMENT 22561796 AND CORRECTED BY THE CERTIFICATE OF CORRECTION RECORDED JULY 12, 1977 AS DOCUMENT 24009409, WHICH PORTION OF PARCEL 1 IS LOCATED UNDER THAT CERTAIN OFFICE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED JANUARY 1, 1990 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED MAY 1, 1990 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT).

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## PARCEL 5:

THAT CERTAIN OFFICE ADDITION, AS DESCRIBED AND SET FORTH IN THAT CERTAIN SUBLEASE DATED JANUARY 1, 1990 MADE BY AND BETWEEN AMERICAN HOTEL REGISTER COMPANY (SUBLESSOR) AND CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (SUBLESSEE) AND IN THAT CERTAIN INDUSTRIAL BUILDING LEASE DATED MAY 1, 1990 MADE BY AND BETWEEN CHICAGO TITLE AND TRUST COMPANY, NOT PERSONALLY BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1986 AND KNOWN AS TRUST NUMBER 1089545 (LANDLORD) AND AMERICAN HOTEL REGISTER COMPANY (TENANT).

Common Address of Property:

2775 Shermer Road  
Northbrook, Illinois 60062

Permanent Tax Index Numbers:

04-22-101-025;      04-22-101-026;  
04-22-101-027;      04-22-101-028;  
04-22-101-029;      04-22-101-030;  
04-22-101-031;      04-22-101-032;  
04-22-101-033.

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SCHEDULE OF LEASES AND OPTIONS

1. INDUSTRIAL BUILDING LEASE dated as of May 1, 1978, between CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but as Trustee under Trust Agreement dated July 19, 1977 and known as Trust Number 1070227 ("Trust No. 1070227") as prime landlord and AMERICAN HOTEL REGISTER COMPANY, an Illinois corporation ("AHRC") as prime tenant, as amended by: (i) a certain AMENDMENT TO INDUSTRIAL BUILDING LEASE dated as of October 1, 1986; (ii) a certain AMENDMENT NO. 2 TO INDUSTRIAL BUILDING LEASE dated as of July 1, 1987; and (iii) a certain AMENDMENT NO. 3 TO INDUSTRIAL BUILDING LEASE dated as of January 1, 1990 (said LEASE and three AMENDMENTS are collectively referred to herein as "the Prime Lease"); which Prime Lease demises Parcel 1 of the Premises (including the land underlying Parcel 3 of the Premises and the land underlying Parcel 5 of the Premises) to AHRC for a term of years.

2. SUBLEASE dated October 1, 1986 between AHRC as sublessor and Trust No. 1089545 as sublessee, demising Parcel 2 of the Premises.

3. SUBLEASE dated January 1, 1990 between AHRC as sublessor and Trust No. 1089545 as sublessee, demising Parcel 4 of the Premises.

4. INDUSTRIAL BUILDING LEASE dated as of October 1, 1986 (being one of the two "Subsubleases"), between CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, not personally but solely as Trustee under Trust Agreement dated October 1, 1986 and known as Trust Number 1089545 ("Trust No. 1089545") as subsublessor and AHRC as subsublessee, as amended by a certain AMENDMENT NO. 1 TO INDUSTRIAL BUILDING LEASE dated as of July 1, 1987, demising the subsublessor's interest in Parcel 2 of the Premises (which is the land underlying Parcel 3 of the Premises) and Parcel 3 of the Premises for a term of years.

5. INDUSTRIAL BUILDING LEASE dated as of May 1, 1990 (the second of the two "Subsubleases"), between Trust No. 1089545 as subsublessor and AHRC as subsublessee, demising the subsublessor's interest in Parcel 4 of the Premises (which is the land underlying Parcel 5 of the Premises) and Parcel 5 of the Premises for a term of years.

6. Unrecorded OPTION AGREEMENT dated as of January 1, 1990 (the "Option"), under which Trust No. 1070227 is the optionor and AHRC is the optionee, whereby Trust 1070227 granted to AHRC: (i) three successive options to extend the term of the Prime Lease, in each case for a period of five years; and (ii) an option to purchase Parcel 1 of the Premises, at the price provided in the Option.

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