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COOK COUNTY, ILLINOIS
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ASSIGNMENT OF NOTE, MORTGAGE AND OTHER INTERESTS \$ 17.00

THIS ASSIGNMENT of Note, Mortgage and Other Interests is made this 16th day of November, 1990, by and between The Northern Trust Company, an Illinois banking corporation, located at 50 South LaSalle Street, Chicago, Illinois 60675 ("Northern"), and Lawrence C. Roskin, not personally, but solely as Trustee of the David Myron Trust, the Paul Jason Trust, the Jonathan Marc Trust and the Daniel Eliot Trust, created by that certain Trust Agreement Establishing DeWoskin Children Trusts dated November 9, 1977, 35 East Wacker Drive, Chicago, Illinois 60601 ("Roskin").

W I T N E S S E T H

WHEREAS, Northern is the owner and holder of a certain Second Amended and Restated Promissory Note dated December 31, 1987, in the original principal amount of \$589,070.77, bearing interest as therein provided and payable by River City Developers, an Illinois limited partnership, and American National Bank and Trust Company of Chicago, not personally, but Solely as Trustee under a Trust Agreement dated September 2, 1983, a true and correct copy of which has been delivered to Roskin by Northern (the "Note"); and

WHEREAS, payment of the Note is secured by:

- A. Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated December 31, 1983, and recorded December 21, 1983, as Document No. 25904848, made by River City and Trust, which has been modified by (i) Modification Agreement dated as of March 16, 1987, and recorded December 7, 1987, as Document No. 87646675, (ii) Second Modification Agreement dated as of August 31, 1987, and recorded December 7, 1987; and (iii) Third Modification Agreement dated as of December 31, 1987, and recorded as Document No. 88435279, true and correct copies of which have been delivered to Roskin (all of the foregoing Modification Agreements are hereinafter referred to as the "Modification Agreements" and the above-described mortgage as modified by the Modification Agreements is hereinafter referred to as the "Mortgage"). The Mortgage, inter alia, conveys, grants and sells and

THIS DOCUMENT PREPARED BY: *Ymai* No. 1
 LAWRENCE C. ROSKIN
 35 EAST WACKER DRIVE
 SUITE 1300
 CHICAGO, ILLINOIS 60601

BOX 333 - HV

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COOK COUNTY CLERK'S OFFICE
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transfers to the Mortgagee named therein and to its successors and assigns the real estate described on Exhibit A attached hereto and made a part hereof.

- B. Security Assignment of Beneficial Interest in Land Trust dated as of December 21, 1983, made by River City to Northern which has been modified by the Modification Agreements, a true and correct copy of which has been delivered to Roskin (the Security Assignment in Land Trust as modified by the Modification Agreements is hereinafter referred to as the "Security Assignment").
- C. Guaranties dated January 11, 1983, made by Daniel N. Epstein, Bertrand Goldberg, Strobeck Reiss Partnership; and Paxton Associates, a New York general partnership; true and correct copies of which have been delivered to Roskin.

The instruments described in 1, 2 and 3 above are hereinafter collectively described as the "Security Instruments."

WHEREAS Northern desires to sell, assign, transfer and convey all of its right, title and interest in and to the Note and the Security Instruments to Roskin.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to Northern in hand paid by Roskin, the receipt and sufficiency of which is hereby expressly acknowledged, Northern does hereby sell, assign, transfer, convey and set over unto Roskin all of Northern's right, title and interest in and to the Note and the Security Instruments, and any other liens or security interests or security held by Northern securing the payment of the Note.

Northern does hereby represent and warrant to Roskin that:

1. As of the date hereof, the balance due under the Note is \$67,063.26, consisting of \$5,884.00 of principal, \$82.37 interest and \$61,096.89 costs and expenses, as itemized on the list which has been delivered to Roskin.
2. Northern is the owner and holder of the Note and the interest in the Mortgage as Mortgagee and the interest as the secured party in all of the other Security Instruments, free and clear of all liens, claims or encumbrances, and has the power and authority to enter into this Assignment and make the sale, assignments, transfers and conveyances provided for herein.

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3. No amounts have been paid under any of the Guarantees assigned hereunder except the Strobeck Reiss guaranty under which \$16,025.00 has been paid by Philip Passon.
4. Northern has taken no action to modify, amend or alter the Note or the Security instruments except that with respect to the Guaranty of Strobeck Reiss Partnership, a Covenant Not To Sue has been executed in favor of Philip Passon, a true and correct copy of which has been delivered to Roskin.
5. Northern has heretofore filed a suit to foreclose the Mortgage in which a judgment of foreclosure ("Judgment") was entered on October 16, 1990. Northern has not assigned, sold or granted any interest in the Judgment and will concurrently with the execution of this Assignment, take action to vacate the Judgment and dismiss the foreclosure suit without prejudice.
6. The copies of documents described herein have been delivered to Roskin by Northern are true and correct copies of the original documents and the original documents shall be delivered to Roskin upon execution of this Assignment.

The sale, assignments and conveyances provided for herein are being made by Northern without recourse to Northern with respect to the ultimate payment of the amounts due under the Note or the Guaranties.

Northern agrees, upon request, to execute any and all additional documents necessary to effectuate the sale, assignments and conveyances provided for herein.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

THE NORTHERN TRUST COMPANY

BY:

John Z. Davis
Its Vice President

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ACCEPTANCE

The undersigned does hereby accept the above and foregoing assignment, transfer and conveyance.

Lawrence C. Roskin, not personally, but solely as Trustee of the David Myron Trust, the Paul Jason Trust, the Jonathan Marc Trust and the Daniel Eliot Trust, created by that certain Trust Agreement Establishing DeWoskin Children Trusts dated November 9, 1977

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STATE OF ILLINOIS)
COUNTY OF COOK) SS

I, MARYANNE DUSZYNSKI, a notary public in and for said county in the state aforesaid, do hereby certify that John T.A. Peice, Vice President of The Northern Trust Company,

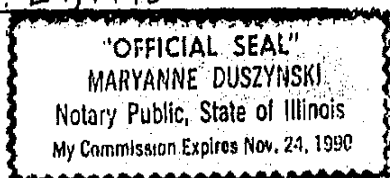
personally known to me to be the same person whose name subscribed to the foregoing instrument as such Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that said Secretary, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as said Secretary's own 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 official seal this 16th day of November, 1990.

Maryanne Duszynski
Notary Public

My commission expires:

Nov. 24, 1990



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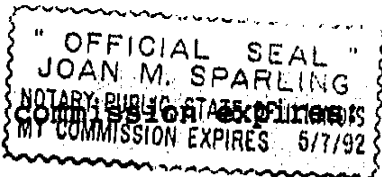
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STATE OF ILLINOIS)
) SS
COUNTY OF)

I, Joan M Sparling, a Notary Public in and for said county in the state aforesaid, do hereby certify that Lawrence C. Roskin personally known to me to be the same person whose name is subscribed to the foregoing instrument solely as Trustee of the David Myron Trust, the Paul Jason Trust, the Jonathan Marc Trust and the Daniel Eliot Trust, created by that certain Trust Agreement Establishing DeWoskin Children Trusts dated November 9, 1977, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as Trustee of the DeWoskin Children Trusts, and that he has delivered said instrument as his free and voluntary act for the uses and purposes therein set forth.

GIVEN under hand and official seal this 16th day of November, 1990.



Joan M Sparling
Notary Public

My commission expires 5/7/92

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EXHIBIT ALegal Description of Real Estate

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID, AND THE SOUTH LINE OF WEST POLK STREET, BEING ALSO THE NORTH LINE OF BLOCK 86, AFORESAID; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF WEST POLK STREET 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86) SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE SOUTH 00 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 796.63 FEET, TO A POINT ON THE NORTH LINE OF WEST TAYLOR STREET, BEING ALSO THE SOUTH LINE OF BLOCK 85, AFORESAID; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST, ALONG SAID NORTH LINE OF WEST TAYLOR STREET, 303.53 FEET TO THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 107.34 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY FACE OF THE DOCK AS IT EXISTED PRIOR TO JULY 8, 1926; THENCE NORTH 17 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID 39.09 FEET; THENCE NORTH 04 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 459.60 FEET TO A POINT ON THE HERETOFORE MENTIONED SOUTH LINE OF WEST POLK STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF WEST POLK STREET AFORESAID, 378.88 FEET TO THE HEREBOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

THAT PART OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER ALL TAKEN AS A TRACT AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID, AND THE SOUTH LINE OF WEST POLK STREET, BEING ALSO THE NORTH LINE OF BLOCK 86, AFORESAID, THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF WEST POLK STREET 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86) SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET AFORESAID, 674.00 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 45 SECONDS WEST, 315.078 FEET TO THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 179.644 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY FACE OF THE DOCK AS IT EXISTED PRIOR TO JULY 8, 1926; THENCE NORTH 17 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 39.09 FEET; THENCE NORTH 4 DEGREES 27 MINUTES 27 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 459.60 FEET TO A POINT ON THE HERETOFORE MENTIONED SOUTH LINE OF WEST POLK STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF WEST POLK STREET AFORESAID, 378.88 FEET TO THE HEREBOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

P.I.N. 17-16-401-003-0000

Address of Property: 750 South Wells Street
Chicago, Illinois

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