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# UNOFFICIAL COPY

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When recorded mail to:  
Lawrence M. Soifer  
Vice-President -  
General Attorney  
R.H. Macy & Co., Inc.  
151 West 34th Street  
New York, New York 10001

-91-465535

## REASSIGNMENT OF LEASES, RENTS AND GUARANTIES

This REASSIGNMENT OF LEASES, RENTS AND GUARANTIES ("Reassignment") is made as of September 3, 1991, by SWISS BANK CORPORATION, NEW YORK BRANCH, as agent ("Reassignor") for the benefit of I. MAGNIN PROPERTIES CORP. and I. MAGNIN, INC. ("Reassignee").

: DEPT-01 RECORDING \$19.00  
: T45555 TRAN 7757 09/09/91 14:22:00  
: 44491 E \*-91-465535  
: COOK COUNTY RECORDER

### RECITALS

WHEREAS, Reassignee, as Assignor (as such term is defined in the Assignment, defined below) under that certain Assignment of Leases, Rents and Guaranties dated as of November 22, 1988, recorded December 6, 1988 as Instrument No. 88561134 in the records of the Cook County Recorder, Cook County, Illinois, and encumbering the property described on Exhibit A attached hereto (the "Assignment"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Assignment), assigned certain leases, rents and guaranties (the "Interests") to Reassignor (as Assignee under said Assignment) in order to secure performance and payment of certain obligations as described therein;

WHEREAS, pursuant to the terms of that certain Loan Agreement dated as of November 22, 1988 among Reassignee, various lenders and Reassignor, Reassignee is entitled to reassignment of the Interests under certain conditions; and

WHEREAS, Reassignor has agreed to reassign said Interests to Reassignee at the request of Reassignee.

NOW, THEREFORE, Reassignor hereby reassigns, remits, quitclaims and reconveys to Reassignee, without recourse or warranty, any and all of the Interests that

08/28/91 1:33pm  
000008SA.W51

PERMANENT TAX NUMBER:  
04-03-200-016

**BOX 334**

1900 BOX 334

MAIL TO: ✓  
CRAIG FEDER  
LTIC ASSOC. INC.  
32 EAST 39th ST.  
NEW YORK, NEW YORK  
10016

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P-63879

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were or may have been assigned to Reassignor pursuant to the Assignment.

IN WITNESS WHEREOF, Reassignor has executed this Reassignment as of the date and year first above written.

SWISS BANK CORPORATION, NEW YORK BRANCH, as Agent

By: Mary Lou Steffich  
Mary Lou Steffich  
Vice President

By: Carmen M. Mendez  
Carmen M. Mendez,  
Vice President

Property of Cook County Clerk's Office

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## Corporate Acknowledgement

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of August, 1991, before me, Shaloo Rastogi, a Notary Public of said State, duly commissioned and sworn, personally appeared Christopher S. Johnson, Mary Lou Steffich personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shaloo Rastogi  
Notary Public

(Notarial Seal)

My Commission Expires:

SHALOO RASTOGI  
Notary Public, State of New York  
No. 41-4965312  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires April 16, 1992

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of August, 1991, before me, Shaloo Rastogi, a Notary Public of said State, duly commissioned and sworn, personally appeared Carmen Mendez, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Shaloo Rastogi  
Notary Public

(Notarial Seal)

My Commission Expires:

SHALOO RASTOGI  
Notary Public, State of New York  
No. 41-4965312  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires April 16, 1992

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EXHIBIT A

LEGAL DESCRIPTION

[#32 - I. MAGNIN'S NORTHBROOK]

Address of Property: 2326 Northbrook  
Court Mall  
Northbrook,  
Illinois 60062

Permanent Index Number: 04-03-200-016  
Volume 131

This document prepared by  
and when recorded return to:

~~WHITE & CASE  
1155 Avenue of the Americas  
New York, New York 10036  
Attn: Thomas P. Higgins, Esq.~~

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## EXHIBIT A

I. Magnin

1525 Lake Cook Road

Northbrook, IL

Lease, dated August 30, 1978, between Homart Development Co., as Lessor, and Federated Department Stores, Inc., as Lessee, recorded by Memorandum of Lease dated August 30, 1978, recorded August 30, 1978 as document number 24607413 and filed August 30, 1978 as document number LR 3043160 of the Official Records of the Recorder's Office of Cook County, Illinois. Assignment and Assumption of Lease by Federated Department Stores, Inc., as assignor, and I. Magnin, Inc., as assignee.

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## EXHIBIT A

### PARCEL 1:

That part of the Northeast quarter of Section 3, Township 42 North, Range 12 East of the Third Principal Meridian, described as follows: (for purposes of this description the points herein referred to as "South" and "West" are measured along a line perpendicular to the North line of the Northeast quarter of Section 3 aforesaid through a point therein measured West along said North line from the Northeast corner of the Northeast quarter of Section 3 aforesaid)

Beginning at a point "1664.32 feet South, 2120.80 feet West"; thence North 82 degrees 29 minutes 28 seconds East, 168.44 feet to a point of curve; thence Northeasterly along an arc of a circle convex Southerly having a radius of 433.50 feet for a distance of 81.14 feet to a point of tangency; thence North 71 degrees 46 minutes 00 seconds East along a line tangent to the last described arc 149.09 feet to a point of curve; thence Northeasterly along an arc of a circle convex Southeasterly and having a radius of 333.50 feet for a distance of 175.76 feet to a point of tangency; thence North 48 degrees 25 minutes 37 seconds East along a line tangent to the last described arc, 49.41 feet; thence North 32 degrees 55 minutes 43 seconds West, 512.41 feet; thence South 82 degrees 02 minutes 23 seconds West, 27.50 feet; thence North 52 degrees 44 minutes 16 seconds West, 19.74 feet; thence South 82 degrees 07 minutes 51 seconds West 21.45 feet; thence North 07 degrees 54 minutes 25 seconds West, 55.04 feet; thence South 82 degrees 05 minutes 10 seconds West, 302.33 feet; thence South 08 degrees 05 minutes 01 seconds East, 56.12 feet; thence South 82 degrees 10 minutes 09 seconds West, 20.10 feet; thence South 36 degrees 58 minutes 44 seconds West, 25.76 feet; thence South 81 degrees 27 minutes 60 seconds West, 21.82 feet; thence North 72 degrees 56 minutes 42 seconds West, 18.75 feet; thence South 17 degrees 03 minutes 18 seconds West, 47.0 feet; thence North 72 degrees 56 minutes 42 seconds West, 61.34 feet; thence South 03 degrees 20 minutes 06 seconds East, 361.44 feet; thence South 51 degrees 03 minutes 40 seconds East, 227.65 feet; thence South 67 degrees 37 minutes 12 seconds East, 73.97 feet to the point of beginning, in Cook County, Illinois.

### PARCEL 2:

Non-Exclusive Easements appurtenant to and for the benefit of Leisold Estate (Parcel 1) above for use of the completed portions of the common area; operation, maintenance, reconstruction and repair of the common area; parking; access (except as to Ring Road); abutment of Mall and the I. Magnin Building; utilities; maintenance, repair and reconstruction of facilities and structures; construction, reconstruction, erection and maintenance of footings, foundations, supports, canopies, roof and building overhangs, awnings, alarm bells, signs, lights and lighting devices and other similar appurtenances; as created and defined by that certain Operating Agreement by and among Adcor Realty Corporation, Sears, Roebuck and Co., Homart Development Co., and Carter Hawley Hale Stores, Inc., dated June 17, 1975 and recorded June 24, 1975 as Document 23126333 and  
(Continued)

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Northbrook

PERMANENT TAX NUMBER:  
04-03-200-016

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## LEGAL DESCRIPTION CONTINUED

re-recorded September 11, 1975 as Document 23219179 and re-recorded January 9, 1976 as Document 23349231 and filed November 18, 1975 as Document LR 2641284 and as amended by "First Amendment to Operating Agreement" dated February 16, 1976 recorded March 4, 1976 as Document 23406570 and filed April 2, 1976 as Document LR 2862028 which Amendment was corrected by "Correction to First Amendment to Operating Agreement" dated April 5, 1976 recorded May 7, 1976 as Document 23477882 and re-recorded May 20, 1976 as Document 23492076 and filed May 20, 1976 as Document LR 2870558 and as amended by Second Amendment to Operating Agreement by and among the foregoing parties and Federated Department Stores, Inc., dated August 30, 1978 and recorded August 30, 1978 as Document Number 24607414 and filed August 30, 1978 as Document LR 3043161 and by Supplement to Second Amendment to Operating Agreement dated August 30, 1978 recorded August 30, 1978 as Document Number 24607415 and filed August 30, 1978 as Document Number LR 3043162, and assigned by Assignment and Assumption of Reciprocal Easement Agreement by and between Federated Department Stores, Inc., a Delaware corporation, Assignor, and I. Magnin, Inc., a Delaware corporation, Assignee, dated May 3, 1988 recorded May 9, 1988 as Document Number 88196889, in, over and upon and under the Shopping Center Site as shown on the plan attached to the aforesaid Operating Agreement (except as to that part falling in Parcel 1).

Also

### PARCEL 3:

Non-Exclusive Easement appurtenant to and for the benefit of Leasehold Estate (Parcel 1) above for ingress and egress over and upon the completed portions of Ring Road (except as to that part falling in Parcel 1) as created and defined by that certain Operating Agreement by and among Adcor Realty Corporation, Sears, Roebuck and Co., Homart Development Co., and Carter Hawley Hale Stores, Inc., dated June 17, 1975 and recorded June 24, 1975 as Document 23126333 and re-recorded September 11, 1975 as Document 23219179 and re-recorded January 9, 1976 as Document 23349231 and filed November 18, 1975 as Document LR 2841284 and as amended by "First Amendment to Operating Agreement" dated February 16, 1976 recorded March 4, 1976 as Document 23406570 and filed April 2, 1976 as Document LR 2862028 which Amendment was corrected by "Correction to First Amendment to Operating Agreement" dated April 5, 1976 recorded May 7, 1976 as Document 23477882 and re-recorded May 20, 1976 as Document 23492076 and filed May 20, 1976 as Document LR 2870558 and as amended by Second Amendment to Operating

Agreement by and among the foregoing parties and Federated Department Stores, Inc., dated August 30, 1978 and recorded August 30, 1978 as Document Number 24607414 and filed August 30, 1978 as Document LR 3043161 and by Supplement to Second Amendment to Operating Agreement dated August 30, 1978 recorded August 30, 1978 as Document Number 24607415 and filed August 30, 1978 as Document Number LR 3043162, and assigned by Assignment and Assumption of Reciprocal Easement Agreement by and between Federated Department Stores, Inc., a Delaware corporation, Assignor, and I. Magnin, Inc., a Delaware corporation, Assignee, dated May 3, 1988 recorded May 9, 1988 as Document Number 88196889.

Northbrook

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