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ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS

This ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (the "Assignment"), made as of the 17th day of August, 1992 by and between LaSALLE NATIONAL BANK (survivor of the merger between LaSalle National Bank and Exchange National Bank of Chicago), as Trustee under Indenture of Trust dated as of September 15, 1989 (the "Indenture") by and among American National Bank and Trust Company of Chicago, Trustee Under Trust Agreement dated November 8, 1978 and known as Trust No. 4517 (the "Land Trust"), I-90 Company, an Illinois limited partnership (the "Company") and LaSalle National Bank ("Assignor"), and CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association ("Assignee").

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 COOK COUNTY RECORDER

WITNESSETH;

WHEREAS the Land Trust, the Company and Assignor have duly executed the Indenture pursuant to which the Company was authorized to issue up to \$11,600,000 in aggregate principal amount of its First Mortgage Revenue Bonds, Radisson Hotel, Series 1989 (the "Bonds"); and

WHEREAS, the Company did issue under the Indenture \$11,600,000 in aggregate principal amount of the Bonds, all of which are outstanding on the date hereof; and

WHEREAS, the Bond indebtedness is evidenced by that certain Mortgage Note dated as of September 15, 1989 (the "Note") by the Company and payable to the order of Assignor, in the original principal amount of Eleven Million Six Hundred Thousand Dollars (\$11,600,000.00); and

WHEREAS, the Note is secured by, inter alia, (i) that certain Mortgage and Security Agreement dated as of September 15, 1989 (the "Mortgage") by the Company in favor of Assignor, recorded on September 19, 1989 in the Office of the Recorder of Deeds of Cook County, Illinois, as Document No. 89441339, encumbering the property legally described in Exhibit A attached hereto and made a part hereof, (ii) that certain Combined Security Agreement and Assignment of Beneficial Interest in Land Trust made by the Company in favor of Assignor; (iii) that certain Assignment of Rents and Leases dated September 15, 1989 by the Land Trust and the Company in favor of Assignor; (iv) that certain Collateral Assignment of Agreements, Licenses and Leases dated September 15, 1989 by the Company in favor of Assignor; (v) that certain Environmental Indemnity Agreement dated September 15, 1989 by the Company, Allen S. Musikantow and Musikantow Equity Corporation in favor of Assignor; and (vi) the other Loan Documents (as defined in the Mortgage); and

WHEREAS, the obligations of the Company to pay principal and interest and all amounts required under the Note and the Bonds, and to perform all covenants, duties and obligations required under the Note, the Mortgage, the Indenture, the Security Agreement, the Assignment of Rents, the Assignment of Agreements, the Indemnity Agreement and the other Loan Documents is guaranteed by Allen S. Musikantow pursuant to that certain Guaranty dated as of September 15, 1989 by Allen S. Musikantow in favor of Assignor; and

WHEREAS, Assignor by letter dated August 30, 1991 resigned as Trustee under the Indenture; and

WHEREAS, Section 1109 of the Indenture provides that if the Company fails to appoint a successor Trustee in the event the Trustee resigns, the holders of a majority in aggregate principal amount of Bonds then outstanding, by instrument or concurrent instruments in writing, may designate a successor Trustee;

FIRST AMERICAN TITLE INSURANCE CO. 026532 DI

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WHEREAS, by concurrent instruments in writing, the holders of a majority in aggregate principal amount of Bonds have designated Assignee as successor Trustee;

WHEREAS, Assignee and Assignor have agreed to enter into this Assignment and an indemnity letter of even date herewith in the form of Exhibit B to this Assignment with only such changes as are agreed to by Assignee and Assignor (the "Indemnity Letter") to facilitate the transfer of the trusteeship under the Indenture;

WHEREAS, as a condition of the agreement of Assignee to accept the appointment as successor Trustee under the Indenture Assignee requires that Assignor execute this Assignment;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Pursuant to Section 1110 of the Indenture, Assignee, upon execution of this Assignment, shall become fully vested with all the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of Assignor, and Assignor hereby assigns, transfers, sets over and conveys unto Assignee all of Assignor's right, title and interest in, to and under each of the Loan Documents (as defined below) to have and to hold unto Assignee, its successors and assigns, from and after the date hereof, subject however, to the terms, covenants, conditions and provisions of the Loan Documents and the terms and conditions hereinafter provided. Assignor agrees that it will diligently provide whatever reasonable assistance is appropriate and necessary for the orderly transfer of the trusteeship under the Indenture. For the purposes of this Assignment, the term "Loan Documents" shall include each of the agreements, instruments, documents and financing statements listed on Exhibit C to this Assignment. Assignor further assigns to Assignee all of its right, title and interest in and to any and all proceeds of any insurance policies pertaining to the Mortgaged Property or the proceeds of the life insurance policy on the life of Allen S. Musikantow listed on Exhibit C.

2. Indemnity. Assignor agrees to execute and deliver to Assignee the Indemnity Letter and Assignee agrees to accept the Indemnity Letter.

3. Assumption of Obligations. Assignee, pursuant to Section 1110 of the Indenture, by its execution, acknowledgment and delivery of this Assignment accepts appointment as successor Trustee under the Indenture. Assignee hereby accepts the assignment of the Assigned Documents subject to the terms and conditions hereof, and does hereby assume as of the date hereof and become responsible for and agree to perform, discharge, fulfill and observe all of Assignor's obligations, covenants and conditions with respect to each of the Assigned Documents with the same force and effect as if Assignee were the original party thereto and agrees to be liable for the observation and performance thereof, accruing from and after the date hereof.

4. Records. On or before the date hereof, Assignor shall deliver to Assignee (a) fully executed original Loan Documents in its possession and copies of all Loan Documents for which Assignor does not have fully executed originals in its possession or which did not require execution, as reflected on Exhibit C; (b) originals of all correspondence, notices, financial information and other writings received solely in connection with Assignor's administration of the corporate trust account for the Bonds in Assignor's possession, and copies of all such correspondence, notices, financial information and other writings received or sent solely in connection with Assignor's administra-

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tion of the corporate trust account for the Bonds for which Assignor does not have originals in its possession; (c) the moneys held in the Bond Fund and the Tax Fund, (d) a certified list of Bondholders; (e) a certified list of transfer stops, if any, against any of the Bonds; (f) statements of account activity under the Indenture covering the date of the issuance of the Bonds through the date hereof in the form customarily prepared by Assignor for accounts in which it serves as corporate bond trustee, a copy of which is attached hereto as Exhibit D; (g) UCC-3 Financing Statements pertaining to the Mortgaged Property reflecting Assignee as successor Trustee; (h) an original executed Certification of Account Fund Balances, a copy of which is attached hereto as Exhibit E; (i) an original executed Retiring Trustee's Certificate, a copy of which is attached hereto as Exhibit F; and (j) such other documents as Assignee may reasonably request to accomplish the transfer of the trusteeship under the Indenture.

5. Representations of Assignor. Assignor hereby represents to Assignee the following:

(a) The recitals set forth above are true and correct.

(b) The Loan Documents listed on Exhibit C represent all of the agreements, instruments, documents and financing statements in the possession of Assignor and of which Assignor has knowledge relating to Assignor's trusteeship under the Indenture, other than correspondence, notices, or other writings relating to the Company or pertaining to the Bonds which Assignor is otherwise required to deliver to Assignee under the terms of this Assignment. To Assignor's knowledge, the Loan Documents being delivered to Assignee are true, correct and complete in all respects.

(c) The statements of account referred to in Clause (f) of Paragraph 4, to Assignor's knowledge, are true, correct and complete in all material respects, and reflects all funds received by Assignor in its capacity as trustee under the Indenture for the account of the Bondholders.

(d) Assignor has not previously sold, assigned, transferred, or pledged its interest under any of the Loan Documents.

(e) A default in the payment of interest on the Bonds occurred on March 30, 1991. The Company defaulted on its obligation to pay interest on the Note on November 15, 1990 and has failed to make all required payments under the Note and the Mortgage since that date. The Company had made all payments under the Note and the Mortgage due and required to be paid prior to November 15, 1990. Except for the defaults listed above, of which written notice was delivered to the Company, Assignor has not delivered to the Company formal notice of any other defaults under any of the Loan Documents in accordance with the terms of the Indenture.

(f) Assignor has full right, capacity, power and authority to execute, deliver and perform the terms, covenants, obligations and provisions of this Assignment and the Indemnity Letter, and any other document or instrument executed and delivered in connection with this Assignment or the Indemnity Letter.

(g) The execution, delivery and performance of this Assignment, the Indemnity Letter and all other documents and instruments executed and delivered in connection with this Assignment or the Indemnity Letter have been duly authorized by all necessary corporate action, and this Assignment, the Indemnity Letter and all other documents and instruments executed and delivered in connection with this Assignment or

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the Indemnity Letter constitute the duly authorized, valid and legally binding obligations of Assignor, are enforceable in accordance with their respective terms, and are not subject to any defense or right of offset whatsoever.

(h) The execution, delivery and performance of this Assignment, the Indemnity Letter and any other document or instrument executed in connection with this Assignment do not conflict with, are not inconsistent with, or will not result in any breach or default of the corporate organizational documentation of Assignor.

6. Fees and Expenses. Assignor and Assignee agree that Assignor shall continue, to the extent it has not been paid, to be entitled to the benefits of Section 1103 of the Indenture and its claim under Section 1103 shall be pari passu with any claim thereunder of Assignee, provided that Assignor shall not have any claim against any payments received by Assignee from the Company in the ordinary course of business for Ordinary Services or Ordinary Expenses (as those terms are defined in the Indenture).

7. Notice to Bondholders. Assignee agrees to notify each holder of the Bonds in writing of its acceptance of the trusteeship with seven days of the date of this Agreement.

8. Notice. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be considered as properly given if mailed by first class United States mail, postage prepaid, registered or certified, with return receipt requested, or by delivering same in person to the intended address or by prepaid telegram, as follows:

If to Assignor: LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Corporate Trust Division

With a copy to: Bell, Boyd & Lloyd
Three First National Plaza
Suite 3200
Chicago, Illinois 60602
Attention: William E. Price, Esq.

If to Assignee: Continental Bank, National Association
231 South LaSalle Street
Chicago, Illinois 60697
Attention: Corporate Trust Division

With a copy to: Coffield Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602
Attention: Jack D. Jester, Esq.

or at such other place as any party hereto may by notice in writing designate as a place for service of notice hereunder. Notice so mailed shall be effective upon expiration of three (3) business days after its deposit. Notice given in any other manner shall be effective only if and when received by the addressee.

9. Successors. The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall inure to the benefit of, and bind, all parties hereto and their respective successors and assigns.

10. Severability. If any provision of this Assignment or the application thereof to any entity, person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Assignment and the application of its provisions to other entities, persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

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11. Third Party Beneficiaries. It is expressly agreed by Assignor that this Assignment shall not be construed or deemed made for the benefit of any third party or parties.

12. Modifications. No variations, modifications or changes herein or hereof shall be binding upon any party hereto, unless set forth in a document duly executed by, or on behalf of, such party.

13. Construction. Whenever used herein and the context requires it, the singular number shall include the plural, the plural the singular, and any gender shall include all genders.

14. Governing Law. The parties agree that the law of the State of Illinois shall govern the performance and enforcement of this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

LASALLE NATIONAL BANK
(survivor of the merger between
LaSalle National Bank and Exchange
National Bank of Chicago), as
original trustee

By: _____

Name: _____

Title: _____

ASSIGNEE:

CONTINENTAL BANK, NATIONAL
ASSOCIATION, as successor trustee

By: _____

Name: _____

Title: _____

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STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, VERNITA L. ANDERSON a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARMON J. KARVIN the TRUST OFFICER of CONTINENTAL BANK, NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association.

Given under my hand and Notarial Seal this 17th day of August, 1992.

Vernita L. Anderson
Notary Public
" OFFICIAL SEAL "
VERNITA L. ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/93

My commission expires: 7-13-93

STATE OF ILLINOIS)
COUNTY OF COOK) SS.

I, VERNITA L. ANDERSON a Notary Public in and for said County, in the State aforesaid, do hereby certify that ARMON J. KARVIN the TRUST OFFICER of LA SALLE NATIONAL BANK, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said national banking association.

Given under my hand and Notarial Seal this 17th day of August, 1992.

Vernita L. Anderson
Notary Public

My commission expires: 7-13-93

" OFFICIAL SEAL "
VERNITA L. ANDERSON
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/13/93

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EXHIBIT "A"

PARCEL 1:

LOT 1 IN ARLINGTON HEIGHTS PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25261219 AND FILED AS DOCUMENT NO. LR3133810 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

RECIPROCAL EASEMENTS FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN AGREEMENT DATED AUGUST 2, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 1, 1979 AS DOCUMENT NO. 25171074 AND FILED WITH THE REGISTRAR OF TITLES ON OCTOBER 1, 1979 AS DOCUMENT NO. LR3121973, AND AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT DATED JANUARY 27, 1981 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 4, 1981, AS DOCUMENT NO. 25893428 AND FILED WITH THE REGISTRAR OF TITLES ON JUNE 4, 1981 AS DOCUMENT NO. LR3218008, PERTAINING TO THE FOLLOWING PARCELS OF LAND:

PARCEL A: LOT 1 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: LOT 3 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL D: LOT 2 IN CARL M. TEUTSCH SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR CREATION AND MAINTENANCE OF A DETENTION/RETENTION POND CREATED BY THAT CERTAIN AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED WITH THE RECORDER OF DEED OF COOK COUNTY, ILLINOIS, ON JANUARY 4, 1980 AS DOCUMENT NO. 25306989 AND FILED WITH THE REGISTRAR OF TITLES ON JANUARY 4, 1980 AS DOCUMENT NO. LR 3139276 AND AMENDED BY DOCUMENT NO. 26527048 AND FILED AS DOCUMENT NO. LR 3296792 PERTAINING TO LOTS 1, 2 AND 3 AND DESCRIBED AS EASEMENT PARCELS A, B AND C, IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-16-200-101
Vol. 050

Street Address: 75 West Algonquin Rd.
Arlington Heights, IL 60004

This Document Prepared By and After Recording Mail To:

Julie Chatz Lerman, Esq.
Coffield Ungaretti & Harris
3500 Three First National Plaza
Chicago, Illinois 60602



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EXHIBIT B

Indemnity Letter

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EXHIBIT C

Loan Documents

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EXHIBIT D

Statement of Account Activity

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EXHIBIT E

Certification of
Account Fund Balances

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EXHIBIT F

Retiring Trustee's Certificate

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