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ASSIGNMENT OF GROUND LEASE

THIS SPECIAL WARRANTY ASSIGNMENT (the "Assignment"), dated as of September 30, 1992 by and between GATEWAY IV JOINT VENTURE, an Illinois general partnership ("Assignor") and HARRIS TRUST AND SAVINGS BANK, not personally but as Trustee under Trust Agreement dated September 14, 1992 and known as Trust No. 95044 ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor or Assignor's predecessors in title have heretofore acquired legal title to a long-term leasehold estate in certain development rights and real property situated in the City of Chicago, Cook County, Illinois, being more particularly described on Exhibit A attached hereto and made a part hereof (the "Land"), under that certain Lease dated April 8, 1980, by and between Chicago Union Station Company, as lessor (the "Ground Lessor"), and TJC Associates, Inc., as lessee, as assigned by that certain Assignment of Lease dated as of July 1, 1980, and further assigned to Assignor with the consent of Ground Lessor by that certain Assignment of Lease dated as of October 9, 1980, and as amended by (i) that certain Amendment of Lease dated as of December 24, 1980, (ii) that certain Second Amendment to Lease dated as of April 7, 1988, and (iii) that certain Third Amendment to Lease dated as of September 14, 1990 (collectively, the "Ground Lease");

WHEREAS, under the Ground Lease Assignor has constructed certain improvements on the Land consisting of an office building and related facilities (the "Improvements") commonly known as Gateway Center IV; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign and transfer to Assignee, all of Assignor's rights, title and interest in the Ground Lease, the Improvements, and all appurtenant rights, privileges, and easements belonging or in any way related thereto (collectively, the "Property").

NOW, THEREFORE, for and in consideration of ten dollars (\$10.00), the agreements and covenants herein set forth, and other good and valuable consideration on this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged and confessed by Assignor, Assignor does hereby ASSIGN, TRANSFER, SET OVER, DELIVER and CONVEY unto Assignee, all of Assignor's rights, title and interest in and to the Property, Ground Lease and all of its rights, title and interests in and to the other Property thereunder, subject to all terms, conditions, reservations and

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limitations set forth in the Ground Lease and subject to the Permitted Exceptions (as set forth in that certain Gateway Settlement Agreement ("Settlement Agreement") dated of even date herewith, by and among Assignor, The Equitable Life Assurance Society of the United States, TJC Associates and Citicorp Real Estate, Inc. ("Lender"));

TO HAVE AND TO HOLD the Property unto Assignee, its heirs, executors, legal representatives, successors and assigns forever, and Assignor does hereby bind itself, its successors and assigns, to WARRANT AND DEFEND the interests of Assignee, its successors and assigns, against every person whomsoever lawfully claiming against the rights, title, or interests of Assignee in the Property, or any part thereof, by, through or under Assignor, but not otherwise; subject, however, to Permitted Exceptions; provided, however, that the above special warranty of title shall not apply in any respect to that portion of the Property described in the Letter Agreement (as defined in the Settlement Agreement) to be conveyed back to Ground Lessor pursuant to the proposed Fourth Amendment (as such term is defined in the Settlement Agreement).

1. Except as otherwise expressly provided in paragraph 8(d) of the Settlement Agreement, it is specifically agreed that Assignor shall not be responsible to the Ground Lessor under the Ground Lease for the discharge and performance of any and all duties and obligations to be performed and/or discharged by the lessee thereunder after the Takeover Date, and by accepting this Assignment and by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Ground Lease on the part of the lessee therein required to be performed, after the Takeover Date, but not prior thereto.

2. Assignee covenants and agrees to indemnify, protect, defend and hold harmless Assignor from and against any and all claims, actions, losses, costs and expenses (including reasonable attorneys' fees and costs) existing in favor of or asserted by the Ground Lessor under the Ground Lease arising out of or relating to Assignee's failure to perform any of the obligations of the lessee under the Ground Lease after the Takeover Date. Assignor hereby agrees to indemnify, protect, defend and hold harmless Assignee from and against any and all claims, actions, losses, costs and expenses (including reasonable attorneys' fees and costs) incurred by Assignee as a result of claims or causes of action being brought against Assignee, as Assignor's successors in interest to the Ground Lease, arising out of or relating to a breach of the Ground Lease and the obligations of the lessee thereunder, to the extent and in the manner provided in the Settlement Agreement.

3. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the

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benefit of the parties hereto and their respective successors and assigns.

4. It is the express intention of Assignor and Assignee that notwithstanding anything contained herein to the contrary, the interest granted herein shall not merge with, but shall be and remain at all times separate and distinct from, the interest of Citicorp Real Estate, Inc., a Delaware corporation ("Citicorp") in the Land and Property created by that certain Mortgage, dated as of November 12, 1986 between Assignor and Citicorp, recorded on December 5, 1986 with the Recorder of Deeds of Cook County, Illinois, as Document No. 86582629, as the same may have been amended or modified, or any of the other related security documents delivered in connection with securing the indebtedness also secured by the aforesaid Mortgage.

5. This Assignment may be executed in any number of counterparts, which together shall constitute one instrument; provided that this Assignment shall not be effective unless and until executed by all parties hereto.

6. It is expressly agreed that nothing herein or in said Ground Lease contained shall be construed as creating any liability whatsoever against Assignee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay an indebtedness accruing hereunder or to perform any covenant express or implied herein or in said Ground Lease contained, or to keep, preserve or sequester any property of said trust, or to see to discharge of any liability in connection with the right of the Ground Lessor to be indemnified, saved harmless or reimbursed by Assignor, for any costs, claims, loss, fines, penalties, damages or expenses of any nature including without limitation attorneys' fees, arising out of the execution of said Ground Lease, or this Assignment, or the relationship of lessor or lessee, or the use and occupancy of the Property, all such personal liability, if any, being hereby expressly waived. In the event of conflict between the terms of these exculpatory provisions and of the terms of this Assignment or to the Ground Lease to which it refers, on any question of apparent or claimed liability or obligation resting upon said Harris Trust and Savings Bank, then these exculpatory provisions shall be controlling. It is further agreed that the owner of any indebtedness or liability accruing hereunder shall look solely to the premises described in said Ground Lease for the payment thereof, and no liability is assumed by, nor shall any claims be asserted against, said Harris Trust and Savings Bank, except in its capacity as Trustee as aforesaid, and not individually, for performance or non-performance of any of the terms of the aforesaid Ground Lease.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

GATEWAY IV JOINT VENTURE, an Illinois general partnership

By: The Equitable Life Assurance Society of the United States, a New York corporation, general partner

By: Charles Bauer
Its Investment Officer

By: TJC Associates, an Illinois limited partnership, general partner

By: [Signature]
A General Partner

By: Alce S. Walker
A General Partner

ASSIGNEE:

HARRIS TRUST AND SAVINGS BANK, not personally, but as Trustee as aforesaid

By: _____
Its _____

Attest: _____
Its _____

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4/10/2025 10:00 AM

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed effective as of the date first set forth above.

ASSIGNOR:

GATEWAY IV JOINT VENTURE, an Illinois general partnership

By: The Equitable Life Assurance Society of the United States, a New York corporation, general partner

By: _____
Its _____

By: TJC Associates, an Illinois limited partnership, general partner

By: _____
A General Partner

By: _____
A General Partner

ASSIGNEE:

HARRIS TRUST AND SAVINGS BANK, not personally, but as Trustee as aforesaid

By: _____
Its _____ VICE PRESIDENT _____

Attest:

Gene Feld
Its NOTARIAL PUBLIC

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2025/08/08 10:00:00

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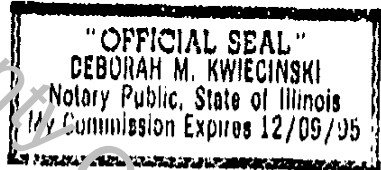
STATE OF Illinois)
COUNTY OF Cook) SS

I, Deborah M. Kwiecinski a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charles R. Kelly the Investment Officer of THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said corporation as his free and voluntary act and as the free and voluntary act of said corporation, in its capacity as general partner of Gateway IV Joint Venture, an Illinois general partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 24th day of Sept, 1992.

Deborah M. Kwiecinski
Notary Public

My Commission expires:



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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

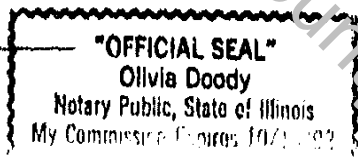
I, Olivia Doody, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Stanley Gagnor and Alan Galabrie, general partners of TJC ASSOCIATES, an Illinois limited partnership, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as such general partners of said partnership as their free and voluntary act and as the free and voluntary act of said partnership, in its capacity as general partner of Gateway IV Joint Venture, an Illinois general partnership, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 30 day of September, 1992.

Olivia Doody
Notary Public

My Commission expires:

10-18-92



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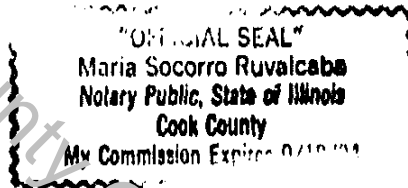
STATE OF IL)
COUNTY OF COOK) SS

I, MARIA S. RUVALCABA, a Notary Public in and for said County, in the State aforesaid, do hereby certify that for ~~KIRKLAND W. WINKLITZ~~, the ASSISTANT VICE PRESIDENT of Harris Trust and Savings Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such officer of said Bank as his free and voluntary act and as the free and voluntary act of said Bank, not personally but solely as Trustee, for the uses and purposes therein set forth.

GLENN I. BECKER

Given under my hand and Notarial Seal this 28th day of Sept, 1992.

Maria Socorro Ruvalcaba
Notary Public

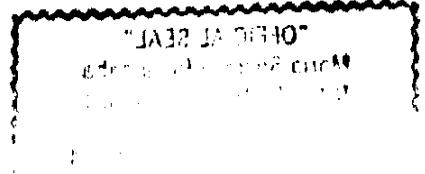


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EXHIBIT A

PARCEL 1:

LOT 7, EXCEPT THE WEST 122.53 FEET, OF RAILROAD COMPANIES RESUBDIVISION OF BLOCKS 62 TO 76, INCLUSIVE, 78, PARTS OF 61 AND 77 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, A SUBDIVISION OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 29, 1924 IN BOOK 188 ON PAGES 11 TO 28, INCLUSIVE, AS DOCUMENT NUMBER 8339751, EXCEPTING THEREFROM THAT PART THEREOF LYING BELOW OR BENEATH THE AIR RIGHTS LIMITING PLANE OR ELEVATION SET FORTH IN APPENDIX "B" TO LEASE DATED APRIL 8, 1980 WHICH APPEARS OF RECORD AS AN ATTACHMENT TO ASSIGNMENT OF LEASE RECORDED OCTOBER 2, 1980 AS DOCUMENT NUMBER 25607453, AND WHICH IS INDICATED IN SAID APPENDIX "B" TO BE 32 FEET 10 INCHES ABOVE CHICAGO CITY DATUM, ALL IN COOK COUNTY, ILLINOIS

PARCEL 2:

ALL LAND AND SPACES BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE AS ARE OCCUPIED BY COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED BY THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT LOCATED BELOW SAID AIR RIGHTS LIMITING PLANE FOR THE PURPOSE OF SAID CONTEMPLATED BUILDING IN COOK COUNTY, ILLINOIS

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AND PARCEL 2 ABOVE FOR THE CONSTRUCTION, USE, MAINTENANCE, REPAIR, REPLACEMENT OR RENEWAL FROM TIME TO TIME OF ADEQUATE COLUMNS, TRUSSES, HORIZONTAL STRUCTURAL MEMBERS, INCLUDING THE FINISHED MEZZANINE FLOOR, FOUNDATIONS, AND OTHER SUPPORTS FOR THE BUILDING CONTEMPLATED UNDER THE LEASE DESCRIBED IN PARCEL 1 ABOVE, AND SMOKE EXHAUST PLENUMS, ELEVATOR PITS, FUEL TANKS, PUMPING STATIONS AND MECHANICAL EQUIPMENT, IN THE LAND AND SPACE BELOW THE AIR RIGHTS LIMITING PLANE DESCRIBED IN PARCEL 1 ABOVE IN COOK COUNTY, ILLINOIS

PARCEL 4:

A NONEXCLUSIVE APPURTENANT EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 AS CREATED BY DEED OF EASEMENT DATED JANUARY 16, 1990 AND RECORDED JANUARY 31, 1990 AS DOCUMENT 90047309 AND AS AMENDED BY FIRST AMENDMENT TO DEED OF EASEMENT RECORDED OCTOBER 9, 1990 AS DOCUMENT 90491486, MADE BY LASALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 17, 1983 AND KNOWN AS TRUST NUMBER 107292 TO GATEWAY IV JOINT VENTURE, AN ILLINOIS GENERAL PARTNERSHIP, AND OTHERS FOR THE USE OF 1,100 PUBLIC PARKING SPACES IN THE GARAGE, AS DEFINED THEREIN, WITH RIGHTS OF INGRESS AND EGRESS AND AN EASEMENT FOR THE PURPOSE OF CONSTRUCTION OF SUCH

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REPAIRS OR RESTORATION FOR THE PERIOD REQUIRED TO COMPLETE SUCH REPAIRS OR RESTORATION ON, OVER, AND ACROSS THE FOLLOWING DESCRIBED LEGAL DESCRIPTION: LOTS 5, 6, 7, AND 8 (EXCEPT FROM SAID LOTS THAT PART FALLING IN ALLEY) IN BLOCK 49 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-16-121-003-6001
17-16-121-003-6002

Address of
Property: 300 South Riverside Plaza
Chicago, Illinois

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Return to: Scott Haugh
Sonnenschein
8000 Sears Tower
233 S. Wacker
Chicago, IL 60606

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