

# UNOFFICIAL COPY

Chicago, IL 60603

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1506 W. MADISON BANK

THE BANK

ATTN: COMMERCIAL

Bank & Trust Company

Mail to:

Mark S. Kipnis, Esq.  
Holleb & Coff  
55 East Monroe Street  
Suite 4100  
Chicago, Illinois 60603

Prepared by:

14419226

Property of

[EXECUTED ON FOLLOWING PAGE]

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the American National Bank and Trust Company of Chicago on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

For value received, American National Bank and Trust Company of Chicago, a national banking association, not personally, but as Trustee under Trust Agreement dated December 1, 1961 and known as Trust No. 17223 ("Assignor") and Downtown Court Club Partnership, an Illinois general partnership ("Beneficiary"), does hereby sell, assign and transfer unto Wm. Wrigley Jr. Company, a Delaware corporation ("Assignee"), all of its rights, title and interest in and to that certain lease and tenancy of real property, and amendments thereto, if any, described in Exhibit "A" attached hereto (hereinafter referred to as the "Mack Lease").

## ASSIGNMENT OF LEASE

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73-22-000001

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## EXHIBIT A

THE LEASEHOLD ESTATE CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY:

LA SALLE NATIONAL BANK, AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 14, 1962 AND KNOWN AS TRUST NUMBER 29800, AS LESSOR AND AMERICAN NATIONAL BANK AND TRUST COMPANY, AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 1, 1961 AND KNOWN AS TRUST NUMBER 17233, AS LESSOR DATED SEPTEMBER 15, 1962 AND RECORDED SEPTEMBER 19, 1962 AS DOCUMENT 18595513, WHICH LEASE DEMISES THE LAND FOR A TERM OF 98 YEARS AND 3 1/2 MONTHS, COMMENCING SEPTEMBER 15, 1962

THE LAND:

THE SOUTHWEST 1/4 OF LOT 2 AND THE SOUTH 1/2 OF LOT 3 IN BLOCK 11 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

RIN 17-10-128-005

Address 441 N Wabash  
Chicago IL

92764478

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## ASSUMPTION AGREEMENT

For and in consideration of the assignment by American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated December 1, 1961 and known as Trust No. 17223 ("Lessee") of all right, title and interest of Lessee in, to and under that certain lease dated September 15, 1962 between Lessee and LaSalle National Bank, not personally, but as Trustee under Trust Agreement dated August 14, 1962 and known as Trust No. 29800 (the "Lease"), and in accordance with Paragraph 25 of the Lease, the undersigned, Wm. Wrigley Jr. Company, a Delaware corporation, does hereby:

(a) Expressly accept and assume all of the terms, covenants, conditions and agreements in the Lease contained to be kept, observed or performed by Lessee, and become bound personally to comply therewith;

(b) Expressly agree to be subject to the same terms and conditions as to future assignments as are made binding upon Lessee under the Lease;

(c) Designates the following first address for the services of all declarations, demands or notices on it, pursuant to the provisions of Paragraph 50 of the Lease:

Wm. Wrigley Jr. Company  
410 North Michigan Avenue  
Chicago, Illinois 60611  
Attention: Mr. Steven C. Huston

Executed this 12th day of October, 1992.

WM. WRIGLEY JR. COMPANY, a  
Delaware corporation

ATTEST:

Steven C. Huston  
Steven C. Huston, Assistant  
Secretary

By: John F. Bard  
John F. Bard, Senior Vice President

STATE OF ILLINOIS                    )  
  ) SS:  
COUNTY OF COOK                    )

The foregoing instrument was acknowledged before me this 12th day of October, 1992 by John F. Bard and Steven C. Huston, Senior Vice President and Assistant Secretary, respectively, of Wm. Wrigley Jr. Company, a Delaware corporation, on behalf of said corporation.

Christine D. Hallman  
Notary Public

My commission expires:  
6/14/96

OFFICIAL SEAL  
CHRISTINE D. HALLMAN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXPIRES 6/14/96

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