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This document was prepared by, and after recording, return to:

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Miriam R. Ritchie, Esq. Nagelberg Smith & Boruszak, P.C. 303 West Madison Street 17th Floor Chicago, Illinois 60606

AMENDMENT TO ASSIGNMENT OF LEASES

THIS AMENDMENT TO ASSIGNMENT OF LEASES (this "Amendment") is made and entered into as of the 24 "day of March, 1992, by and between Foster/Pulaski Limited Partnership, an Illinois limited partnership ("Assignor"), and LaSalle National Trust, N.A., not personally, but solely as Trustee under Trust Agreement dated January 15, 1992, and known as Trust No. 116878 ("Assignee").

NICHESSETH:

WHEREAS, Assignor, as landlord, entered into those certain leases (collectively referred to herein as "Luases") listed on Exhibit A attached hereto and made a part hereof, which Leases encumber that certain property described on Exhibit B attached hereto and made a part hereof (the "Property");

WHEREAS, Assignor and Assignee entered into that certain Assignment of Leases (the "Assignment"), dated January 30, 1992, artached hereto as Exhibit C; and

WHEREAS, Assignor and Assignee desire to amend said Assignment as hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby to ee as follows:

- 1. <u>Definitions</u>. All capitalized terms used herein shall have the same meanings ascribed to such capitalized terms in the Assignment, unless otherwise defined herein.
- 2. <u>Acceptance</u>. Paragraph 3 of the Assignment, entitled "Acceptance", shall be deleted and the following provision shall be substituted in lieu thereof:
 - 3. Acceptance. Assignee hereby accepts the Assignment. Assignee hereby assumes all the obligations imposed on the landlord under the Leases and covenants and agrees that it shall keep and perform all conditions and

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covenants of the landlord under the Leases in the same manner as if Assignee were the original landlord thereunder.

- 3. <u>Trustee's Exculpation</u>. Trustee's Exoneration Rider, attached to the Assignment, shall be deleted, and the following provision shall be added as Paragraph B to the Assignment:
 - <u>Trustee's Exculpation</u>. This Assignment is executed by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 15, 1992 and known as Trust No. 116878 at Lasalle National Trust, N.A., to all provisions of which Trust Agreement this Assignment is expressly made subject. It is expressly understood and agree that nothing herein or in said Leases contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Tenants, and that so far as Trustee is concerned, the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased, together with the Property, for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Assignment assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not warrant, indemnify or defend title; nor is it responsible for any environmental damage.
- 4. Binding Effect. The Assignment, as hereby amerded, shall continue in full force and effect, subject to the terms and provisious thereof and hereof. In the event of any conflict between the terms of the Assignment and the terms of this Amendment, the terms of this Amendment shall control. This Amendment shall be binding upon and inure to the benefit of Assignor, Assigne and their respective successors and permitted assigns.
- 5. Exculpation. This Amendment is executed by LaSalle National Trust, N.A., not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement dated January 15, 1992 and known as Trust No. 116878 at LaSalle National Trust, N.A., to all provisions of which Trust Agreement this Amendment is expressly made subject. It is expressly understood and agreed that nothing herein or in said Leases contained shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of

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the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee of every sort, if any, is hereby expressly waived by said Tenants, and that so far as Trustee is concerned, the owner of any indebtedness or liability accepting hereunder shall look solely to the premises hereby leased, together with the Property, for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Amendment assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property, (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises Trustee does not warrant, indemnify or defend title; nor is it responsible for any environmental damage.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first written above.

FOSTER/PULASKI LIMITED From Illinois limited partnership

By: Fos-Ski Limited Partnership, an Illinois limited partnership, general partner

Corporation, its general partner

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ASSIGNEE:

LASALLE NATIONAL TRUST, N.A., not personally, but solely as Trustée as afortsaid

1110 Name: Title:

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STATE OF	ILLINOIS	5)
STATE OF COUNTY OF	COOK)SS.)

I HEREBY CERTIFY that on this day of here of 1992, before me personally appeared hoseph whang but as Trustee as aforesaid, to me known to be the same person who signed the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITHESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid. SON CONCE

Notary Public

My Commission Expires: 12/12/59

STATE OF ILLINOIS) ISS. COUNTY OF COOK

"OFFICIAL SEAL" Vicki Howe Notary Unblic, State of Illinois My Commission Expires flee, 19, 1994

I HEREBY CERTIFY that on this 71:14 day of Work, 1992, before a personally appeared work Vivia , was with Secretary of Fos-Ski Corporation, an Illinois corporation, to me known to be the same person who __, 1992, before me signed the foregoing instrument as his free act and deed as such officer for the use and purpose therein mentioned, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

My Commission Expires:

"OFFICIAL SEAL" RITA M. TULLEY Notary Public, State of Illinois My Commission Expires 12-5-92

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EXHIBIT "A"

- Lease, dated January 29, 1992, between Foster & Pulaski Limited Partnership (the "Partnership"), as Landlord, as Mottap, Inc., d/b/a Dogs "R" Us, as Tenant.
- Lease between the Partnership, as Landlord, and BoRics of Indiana, Ltd., as Tenant.
- ease, Landlord, Doctor Cook County Clark's Office Lease, dated October 15, 1991, as amended, between the Partnership, as Landlord, and Jewel Food Stores, Inc., as Tenant. 3.

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EXHIBIT "B"

THAT PART OF THE SOUTH 580.00 FEET OF THE EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTH 50.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SECTION 10, WITH THE WEST LINE OF THE EAST 33.00 FEED (AS MEASURED AT RIGHT ANGLES TO THE EAST LINE THEREOF) OF THE AFOREGAID NORTHEAST 1/4 OF SECTION 10; THENCE NORTH O DEGREES OF MINUTES 26 SECONDS EAST ALONG THE LAST DESCRIBED WEST LINE 530.01 FEET TO THE APORESAID NORTH LINE OF THE SOUTH 580.00 FEET OF SAID SECTION 10; TRENCE NORTH 89 DEGREES 35 MINUTES 36 SECONDS WEST ALONG SAID NORTH LINE 185.02 FEET TO A POINT DISTANT 145.00 FEET EAST OF THE AFORESAID WEST LINE OF THE EAST 663.00 FEET OF SAID SECTION 10; THENCE SOUTH 46 DEGREES 13 MINUTES 09 SECONDS WEST 200.85 FEET TO A POINT ON THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 AND DISTANT 140.00 FEET SOUTH OF THE AFORESAID NORTH LINE OF THE SOUTH 580.00 FEET OF SAID SECTION 10; THENCE SOUTH O DEGREES OO MINUTES 26 SECONDS WEST ALONG THE WEST LINE OF THE EAST 663.00 FEET OF SMID SECTION 10 FOR A DISTANCE OF 320.22 FEET TO A POINT ON A CIRCLE CONYEX SOUTHWESTERLY, HAVING A RADIUS OF 30.00 FEET AND A CENTER WHICH IS 120.00 FEET NORTH (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTHEASTERLY ALONG SAID CIRCLE 46.92 FEET, THE CHORD OF WHICH BEARS SOUTH 44 DEGREES 47 MINUTES 35 SECONDS EAST FOR 12.28 FEET TO THE INTERSECTION WITH THE NORTH LINE OF THE SOUTH 90.00 FEET (AS MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEREOF) OF THE AFORESAID NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG THE SAID NORTH LINE OF THE SOUTH 90.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10 FOR A DISTANCE OF 105.49 FEET TO A POINT ON A LINE DRAWN PERPENDICULAR TO THE NORTH LINE OF THE AFORESAID SOUTH 50.00 FEET OF SAID SECTION 10 AND THROUGH A POINT DISTART 135.00 FEET EAST OF THE WEST LINE OF THE AFORESAID EAST 663.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 0 DEGREES 24 MINUTES 24 SECONDS WEST ALONG SAID PERPENDICULAR LINE 40.00 FEET TO THE NORTH LINE OF THE AFORESAID SOUTH 50.00 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 10; THENCE SOUTH 89 DEGREES 35 MINUTES 36 SECONDS EAST ALONG! SAID NORTH LINE 495.02 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ID104

Tax ID#: 13-10-200-004

13-10-200-005

Address: NW corner of Foster Avenue and Pulaski Road, Chicago, Illinois

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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES (this "Assignment") is made and entered into as of the 30 day of January, 1992, by and between Foster/Pulaski Limited Partnership, an Illinois limited partnership ("Assignor"), and LaSalle National Bank, N.A., not personally, but solely as Trustee under Trust Agreement dated January 15, 1992, and known as Trust No. 116878 ("Assignee").

HITNESSETH:

WHEREAS, (signor, as landlord, entered into those certain leases (collectively referred to herein as "Leases") listed on Exhibit "A" attached to this Assignment and by this reference made a part hereof; and

WHEREAS, Assignor vasires to assign all of its right, title and interest in and to the Leases to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the terms of the Leases, subject to the conditions hereinafter set forth.

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

- 1. No Default. As of the date hereof. Assignor has received no written notice from any of the tenants under the Leace; (the "Tenants") alleging the occurrence of a default by the landlord under any of the Leases, nor, to the best of Assignor's knowledge, has any of the Tenants defaulted under, or breached, any of the obligations imposed on them under their respective Leases.
- 2. <u>Assignment</u>. Assignor hereby assigns, transfers, and conveys to Assignee all of its right, title and interest in and to the leases (the "Assignment").
- 3. Acceptance. Assignee hereby accepts the Assignment. Assignee hereby assumes all the obligations imposed on the landlord under the Leases and arising or accruing on or after the date hereof, and covenants and agrees that it shall keep and perform all conditions and covenants of the landlord under the Leases in the same manner as if Assignee were the original landlord thereunder.
- 4. Assignor's Indemnity. Assignor hereby protects, indemnifies, defends and holds Assignee, its beneficiary, and the partners, officers, directors and shareholders of such beneficiary (collectively, the "Indemnified Parties") harmless from and against any and all liabilities and obligations suffered or incurred by any or all of the Indemnified Parties as a result of, or due to, any acts or omissions of the landlord under the Leases occurring prior to the date of this Assignment. Assignee acknowledges that it has examined and inspected the terms of the Leases and accepts the Assignment.

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- Assignee's Indemnity. Assignee hereby protects, indemnifies, defends and holds Assignor and its partners harmless from and against any and all liabilities and obligations suffered or incurred by any or all of such indemnified parties as a result of, or due to, any acts or omissions of the landlord under the Leases occurring from and after the date of this Assignment.
- 6. Notices. Any notice, request or demand to be given or served under this Assignment shall be in writing and shall be delivered personally or sent by United States registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at their respective addresses set forth below, and the same shall be effective upon receipt if delivered personally or two (2) business days after the day the same is deposited in the mails if mailed. A party may change its address for receipt of notice by service of a notice of such change in accordance herewith.

in to Assignor:

Foster/Pulaski Limited Partnership 321 North Clark Street Suite 900 Chicago, Illinois 60610 Attn: Joseph Viola

With a copy to?

Nagelberg Smith & Boruszak, P.C. 303 West Madison Street Suite 1700 Chicago, Illinois 60606 Attn: Suzanna Bessette-Smith

If to Assignee:

135 North Lasu...
Chicago, Illinois 60bus
Attn: Lanc Trust Department

Successors. This Assignment shall be binding upon and shall inure to git of the parties hereto, their heirs, executors, administrators, interest and assigns. This Office the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

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direction of the beneficiaries of a certain Trust Acressmat dated Jrst 1992, and known as Trust No. 1/1,875 at La SHILE MATORIA, TRUST, E.A., to all provisions of which Trust Agreement this Long is expressly made This LEASE is executed by LA SALLE MATICHAL TRUST, M.A., not personally but as Irustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Inustee, and under the express subject. It is expressly understood and agreed that nothing herein or in said LEASE contained shall be construed at creating any liability whatsoever against said Trustoe personally, and in particular without Haiting the generality of the foregoing, there shall be no personal Hability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, liability of said Trustee of every fort, if any, is hereby expressly solely to the premises hereby leased for the payment thereof. It is further understood and agree! that said Trustee has no agents or employees and merely holds taked legal title to the property berein walved by said Lesson, and that so the as said Trustee is concerned the owner of any indebtedness or liability accepting hereunder shall look preserve or sequester any property of said Trust, and that all personal assumes as responsibility for (1) the management or control of such property, (2) the upkcap, inspection, maintenance or repair of such described; that said Trustochas no control over, and under this LEASE property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such premises. Trustee does not water indemnify, defend title nor is it responsible

REVISED: 5/1/90

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RIDER ATTACHED TO AND HADE A PART OF LEASE DATED JANG 30 1999

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

ASSIGNOR:

FOSTER/PULASKI LIMITED PARTNERSHIP, an Illinois limited partnership

Fos-Ski Limited Partnership, an Illinois limited partnership, general partner

> By: Fos-Ski Corporation, an Illinois Corporation, its general partner

> > Title:

p. afoi LASALLE NATIONAL TRUST, N.A., not personally, but solely as Trustee as

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EXHIBIT "A"

LEASES

- Lease, dated January 29, 1992, between Foster & Pulaski Limited Partnership (the "Partnership"), as Landlord, and Mottap, Inc., d/b/a Dogs "R" Us, as Tenant. 1,
- 2 Lease between the Partnership, as Landlord, and BoRics of indiana, Ltd., as Tenant.
- Least dated October 15, 1991, as amended, between the Partnership, as Landlord, and Jewel Food Stores, Inc., as 3. d p, as to open the country Clark's Office Tenant: