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## ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS ("Assignment") made as of the 29th day of June, 1993, by and between THE SAKURA BANK, LIMITED (f/k/a The Mitsui Taiyo Kobe Bank, successor by merger to The Taiyo Kobe Bank) ("Assignor") and SIUS of Illinois Corp., an Illinois corporation ("Assignee");

WITNESSES THAT:

DEPT OF RECORDING \$51.00  
 T03333 TRAN 7371 06/30/93 15:29:00  
 03714 \* -93-502307  
 COOK COUNTY RECORDER

WHEREAS, Assignor is the lender under a certain loan in the maximum aggregate principal amount of \$35,000,000 (the "Loan") made by Assignor to (i) American National Bank and Trust Company of Chicago, as Trustee under three Trust Agreements dated July 15, 1989, and known as Trust Numbers 108950-01, 108951-00, and 108929-09 (collectively, the "Trusts") and (ii) Lefkas General Partners No. 1017, an Illinois general partnership, Lefkas General Partners No. 1018, an Illinois general partnership, and Lefkas General Partners No. 1020, an Illinois general partnership (collectively, the "Partnerships") (the Trusts and Partnerships being collectively referred to herein as the "Borrower");

WHEREAS, the loan was made pursuant to the provisions of a certain Construction Loan Agreement dated November 21, 1989 (the "Loan Agreement"), and the Loan is evidenced by a certain promissory note made by Borrower to Assignor dated November 21, 1989, in the maximum aggregate principal amount of \$35,000,000 (the "Note") and secured by (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents, and Financing Statement dated November 21, 1989, and recorded November 27, 1989, in the office of the Recorder of Deeds of Cook County, Illinois ("Recorder"), as Document No. 89-562417, as amended by that certain Amendment to Loan Documents dated April 24, 1990, and recorded April 26, 1990 in the office of the Recorder, as Document No. 90-191695 (collectively, the "Mortgage"), which encumbers the real estate described in Exhibit A attached hereto and made a part hereof (the "Real Estate"), (ii) that certain Guaranty dated November 21, 1989 (the "Guaranty"), made by First National Realty and Development Company, Inc., Demetrios Dellaportas, Theodora Dellaportas, Jon Goldstein, Maria Dellaportas Goldstein, Diane Dellaportas, Peter Dellaportas, Thomas Dellaportas, Diana Dellaportas, and Michelle Dellaportas (collectively, the "Guarantors"), and (iii) those certain security agreements, assignments, financing statements, and other documents listed on Exhibit B attached hereto and made a part hereof (the "Additional Security Documents") (the Loan Agreement, Note, Mortgage, Guaranty, and Other Security Documents being collectively referred to herein as the "Loan Documents");

WHEREAS, the Loan was made for the purpose of enabling the Borrower to acquire, develop, and construct on the Real Estate a certain shopping center which has now been substantially completed, commonly known as RiverCrest Shopping Center (the "Project");

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WHEREAS, the Loan is and has been in default, and as a result thereof, on October 4, 1991, the Partnerships filed bankruptcy cases in the United States Bankruptcy Court, Northern District of Illinois, Eastern Division, as Case Nos. 91-B-21074, 91-B-21075, and 91-B-21076 (collectively, the "Bankruptcy Cases");

WHEREAS, a plan of reorganization has been filed in the Bankruptcy Cases (the "Plan") and has been confirmed or is expected to be confirmed, in which Assignor or its nominee or assignee will be entitled, on account of the allowed claim in the Bankruptcy Cases for the sums due and payable under the Loan, (i) to obtain title to the Real Estate and the Project, free and clear of all adverse liens and claims, and (ii) to receive certain distributions of the cash which has been collected or will be collected from the Project on behalf of the Partnerships' estates in bankruptcy, after payment of certain mechanics' liens and other claims in accordance with the provisions of the Plan, as and when the same are allowed in the Bankruptcy Cases;

WHEREAS, Assignor has obtained an appraisal of the Real Estate and the Project which shows the current fair market value of the Real Estate and the Project to be equal to \$29,400,000, and Assignor anticipates that the cash distributions which will be made on account of the Loan will be approximately \$2,900,000, the actual amount thereof being dependent on the actual amounts of the other claims which are allowed in the Bankruptcy Cases;

WHEREAS, Assignor has or may have certain rights, claims, interests, actions, causes of action, and rights of recovery against Ticor Title Insurance Company ("Ticor") (x) under that certain title insurance policy issued by Ticor, dated November 27, 1989, under Policy No. 253890 and any and all endorsements thereto (the "Title Policy"), (y) under any and all construction and disbursement escrow agreements to which Assignor and Ticor are parties, and (z) as a result of any act or failure to act by Ticor in connection its issuance of title reports or information, its handling of disbursements of the Loan, or otherwise occurring prior to the date hereof in connection with the Loan (collectively, the "Title Claims"); and

WHEREAS, Assignor desires to sell and transfer to Assignee, and Assignee desires to purchase from Assignor, (i) all of Assignor's rights, title, and interests in and to the Loan Documents, except as hereinafter set forth, (ii) all of Assignor's rights, claims, and interests arising under the Plan and any order or orders confirming the Plan or in furtherance of the Plan, and (iii) all of the Title Claims (collectively, the "Assigned Claims"), and Assignor and Assignee have agreed that the current fair market value of the Loan Documents and Assigned Claims is \$32,300,000;

NOW, THEREFORE, in consideration of payment of the sum of \$32,300,000 to be made by Assignee to Assignor in accordance with the terms and provisions of this Assignment and the assignment

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and other agreements contained herein, Assignor and Assignee hereby enter into this Assignment and agree as follows:

1. Assignee does hereby ASSIGN, CONVEY, TRANSFER, AND SET OVER unto Assignee:

(a) all of Assignor's rights, title and interests in and to the Loan Agreement, Note, Mortgage, and other Loan Documents, EXCEPTING HOWEVER all rights, claims, interests, actions, causes of action, and rights of recovery which Assignor may have against the Guarantors under the Guaranties (the "Guaranty Claims");

(ii) all of Assignor's rights, claims, and interests as against the estates of the Partnerships in the Bankruptcy Cases or any of their respective assets, arising under the Plan and any order or orders confirming the Plan or in furtherance of the Plan (collectively, the "Assigned Claims") (but excluding the Guaranty Claims); and

(iii) all of the Title Claims.

Assignor and Assignee agree that, from and after the date of this Assignment, (A) Assignor shall be solely entitled to pursue all of the Guaranty Claims, and Assignee shall have no rights or interests of any kind or nature with respect thereto, and (B) Assignee shall be solely entitled to pursue all of the Assigned Claims, and Assignor shall have no rights or interests of any kind or nature with respect thereto.

2. Assignee shall pay to Assignor, in currently available federal funds, the sum of \$32,300,000 (the "Purchase Price") no later than ten (10) business days after the date of this Assignment. Assignor and Assignee agree that the assignments set forth herein are intended to be effective immediately on the date of this Assignment and have agreed on the Purchase Price based in part on the fact that payment thereof may be made up to ten business days after the date hereof.

3. From and after the date of this Assignment, Assignee shall be entitled to sole and exclusive possession of all of the Loan Documents (other than the Guaranties), and Assignor shall cause the same to be promptly delivered to Assignee. Assignee may cause this Assignment to be recorded in the office of the Recorder of Deeds of Cook County, Illinois. In addition, concurrently with the execution and delivery of this Assignment, Assignor shall execute any and all UCC financing statement assignments necessary to reflect the assignment to Assignee of all financing statements which are among the Loan Documents, and Assignee may cause the same to be filed in the appropriate offices.

4. Assignor and Assignee agree to execute, deliver, record, and/or file such other documents and instruments as may be

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necessary to evidence and perfect the assignments intended by this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

ASSIGNOR:

THE SAKURA BANK, LIMITED, f/k/a The  
Mitsui Taiyo Kobe Bank, Ltd.,  
successor by merger to the Taiyo  
Kobe Bank, Ltd.

By: Hajime Miyake  
Its: Deputy General Manager

ASSIGNEE:

SIUS OF ILLINOIS CORP.

By: Toyofusa Hara  
Its: President

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STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

On the 29th day of June, 1993, before me personally appeared the above-named THE SAKURA BANK, LIMITED, by HAYIME MIYAGI, its Deputy General Manager who acknowledged that being authorized and directed to do so he did sign the foregoing instrument, and that the same is the free act and deed of said bank.

Kumiko Itano  
Notary Public

My commission expires: 6/12/95

STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )



On the 29th day of June, 1993, before me personally appeared the above-named SIUS of Illinois Corp., by TOYOHISA KATO, its President, who acknowledged that being authorized and directed to do so he did sign the foregoing instrument, and that the same is the free act and deed of said corporation.

Kumiko Itano  
Notary Public

My commission expires: 6/12/95

THIS INSTRUMENT PREPARED BY,  
(and should be returned  
after recording to):



Scott A. Lindquist  
SONNENSCHN NATH & ROSENTHAL  
8000 Sears Tower  
Chicago, Illinois 60606

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## EXHIBIT A

### LEGAL DESCRIPTION

Lot 2, 3, 4, 6, 7 and 9 through 21 in Rivercrest of Crestwood, Being a subdivision of part of the East 1/2 of Section 33, Township 37 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Common address: 133rd and Cicero, Crestwood, Illinois

PINs:      24-33-404-004    (Lot 2)  
             24-33-404-005    (Lot 3)  
             24-33-404-006    (Lot 4)  
             24-33-408-002    (Lot 6)  
             24-33-408-003    (Lot 7)  
             24-33-408-005    (Lot 9)  
             24-33-404-007    (Lot 10)  
             24-33-404-008    (Lot 11)  
             24-33-404-009    (Lot 12)  
             24-33-404-010    (Lot 13)  
             24-33-404-011    (Lot 14)  
             24-33-404-012    (Lot 15)  
             24-33-404-013    (Lot 16)  
             24-33-404-014    (Lot 17)  
             24-33-403-108    (Lot 18)  
             24-33-403-109    (Lot 19)  
             24-33-408-110    (Lot 20)  
             24-33-404-015    (Lot 21)

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## EXHIBIT B

### ADDITIONAL SECURITY DOCUMENTS

Lender: The Sakura Bank, Limited (f/k/a The Mitsui Taiyo Kobe Bank, successor by merger to The Taiyo Kobe Bank).

1. SECURITY AGREEMENT, dated as of November 21, 1989, by and between the Borrower, as Debtor, and Lender, as Secured Party.
2. SECURITY AGREEMENT AND ASSIGNMENT OF BENEFICIAL INTEREST, dated as of November 21, 1989, by and between Lofkas General Partners No. 1017, an Illinois general partnership, as Assignor, and Lender, as Assignee.
3. SECURITY AGREEMENT AND ASSIGNMENT OF BENEFICIAL INTEREST, dated as of November 21, 1989 by and between Lofkas General Partners No. 1018, an Illinois general partnership, as Assignor, and Lender, as Assignee.
4. SECURITY AGREEMENT AND ASSIGNMENT OF BENEFICIAL INTEREST, dated as of November 21, 1989, by and between Lofkas General Partners No. 1020, an Illinois general partnership, as Assignor, and Lender, as Assignee.
5. FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST AND COOK COUNTY REAL ESTATE TRANSFER DECLARATION, regarding American National Bank and Trust Company of Chicago Trust No. 108950-01, dated July 15, 1989 and filed with the Cook County Recorders Office on November 21, 1989 as Document No. 89555383.
6. FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST AND COOK COUNTY REAL ESTATE TRANSFER DECLARATION, regarding American National Bank and Trust Company of Chicago Trust No. 108929-09, dated July 15, 1989 and filed with the Cook County Recorders Office on November 21, 1989 as Document No. 89555384.
7. FACSIMILE ASSIGNMENT OF BENEFICIAL INTEREST AND COOK COUNTY REAL ESTATE TRANSFER DECLARATION, regarding American National Bank and Trust Company of Chicago Trust No. 108951-00, dated July 15, 1989 and filed with the Cook County Recorders Office on November 21, 1989 as Document No. 89555382.

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8. ASSIGNMENT OF LEASE from American National Bank and Trust company of Chicago, as Trustee under Trust Agreement dated August 1, 1988 and known as Trust No. 106489-05 to American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108951-00.
9. ASSIGNMENT OF RENTS AND LEASES, dated as of November 21, 1989, by and between Borrower, as Assignor, and Lender, as Assignee, filed with the Cook County Recorders Office on November 27, 1989, as Document No. 89562418.
10. ASSIGNMENT OF CONSTRUCTION DOCUMENTS, dated as of November 21, 1989, by and between Borrower, as Assignor, and Lender, as Assignee.
11. CONSENT AND AGREEMENT of Tishman Construction Corporation of Illinois dated November 17, 1989 regarding Assignment of Construction Documents.
12. ASSIGNMENT OF ARCHITECTURAL AND ENGINEERING DOCUMENTS, dated as of November 21, 1989, by and between Borrower, as Assignor, and Lender, as Assignee.
13. CONSENT AND AGREEMENT of Jonson & Fore Architects regarding Assignment of Architectural and Engineering Documents.
14. CONSENT AND AGREEMENT of Edmund M. Burke Engineering, Ltd. regarding Assignment of Architectural and Engineering Documents.
15. ASSIGNMENT OF CONTRACTS, dated as of November 21, 1989, by and between Borrower, as Assignor, and Lender, as Assignee.
16. FIRST REVIEW AGREEMENT, dated as of November 21, 1989 by and between the Guarantors and Lender.
17. UCC-1 FINANCING STATEMENT, showing Lofkas General Partners No. 1017, an Illinois general partnership, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27, 1989 as Document No. 89 U 28158, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650901.
18. UCC-1 FINANCING STATEMENT, showing Lofkas General Partners No. 1018, an Illinois general partnership, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27,

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1989 as Document No. 89 U 28159, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650902.

19. UCC-1 FINANCING STATEMENT, showing Lefkas General Partners No. 1020, an Illinois general partnership, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27, 1989 as Document No. 89 U 28160, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650903.
20. UCC-1 FINANCING STATEMENT, showing American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108950-01, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27, 1989 as Document No. 89 U 28161, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650904.
21. UCC-1 FINANCING STATEMENT, showing American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108929-09, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27, 1989 as Document No. 89 U 28162, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650906.
22. UCC-1 FINANCING STATEMENT, showing American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated July 15, 1989 and known as Trust No. 108951-00, as Debtor, and Lender, as Secured Party, originally filed with the Cook County Recorder of Deeds on November 27, 1989 as Document No. 89 U 28163, and with the Illinois Secretary of State on November 30, 1989 as Document No. 2650905.
23. AFFIDAVITS AND AGREEMENTS OF INDEMNIFICATION AS TO ERISA dated November 21, 1989 by the Partnerships.
24. CONSTRUCTION ESCROW AGREEMENT dated November 1989 by and between the Partnerships and Lender.
25. ARCHITECT'S CERTIFICATE given to Lender by Jensen & Fore Architects.
26. VILLAGE OF CRESTWOOD ESTOPPEL LETTER AND AMENDMENT regarding the Redevelopment Agreement dated December 15, 1988 between the Village of Crestwood and First National.

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27. All Participation Agreements relating to the Loan.
28. All Subordination, Non-disturbance And Attornment Agreements executed with tenants of Rivercrest Shopping Center.

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