

UNOFFICIAL COPY

10F3

93087078

January 26, 1993

Field-Rosemont Associates Limited Partnership
c/o CDF Associates
399 Boylston Street
Boston, Massachusetts 02117

Re: Columbus Centre III-VI, Rosemont, Illinois

93087078

Dear Sirs:

Reference is hereby made to those certain Assignments of Beneficial Interest dated November 6, 1992 from Field-Rosemont Associates, an Illinois general partnership ("FRA"), to the undersigned relating to the beneficial interest in those certain land trusts held by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement Nos. 100841-01, 100842-00 and 100948-05. Facsimiles of such assignments were recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 6, 1992 as Documents No. 92831894, 92831895 and 92831893, respectively. In addition, in connection with such assignments, FRA conveyed (i) certain personal property to the undersigned pursuant to a Bill of Sale dated November 6, 1992, a copy of which is attached hereto as Exhibit A and (ii) certain Leases, Contracts and Licenses to the undersigned pursuant to an Assignment and Acceptance of Leases, Contracts and Licenses dated November 6, 1992, a copy of which is attached hereto as Exhibit B. Field-Rosemont Associates Limited Partnership ("FRLP") is the successor-in-interest to FRA.

This letter is to confirm that in connection with the foregoing Assignments of Beneficial Interest, the undersigned accepts and assumes any and all liability, debts and obligations of FRA arising out of or in any way connected with the beneficial interests conveyed to the undersigned pursuant to such Assignments of Beneficial Interest.

Further, this letter is to confirm that such property interests conveyed by the foregoing Bill of Sale and Assignment and Acceptance of Leases, Contracts and Licenses included, without limitation, and did, in fact, convey to the undersigned,

SXM1679 01/18/93 1609

R Please return to: P. 046
Ticor Title Insurance
203 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: 288377

6100
R

Box 15

177 23 377/244205 (510)

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Fifield-Rosemont Associates
c/o CHF Associates
January 26, 1993
Page 2

all of the property interests set forth on Exhibit C to this letter agreement and that the undersigned assumed all liabilities, debts and obligations in connection therewith.

By signing below, you also hereby ratify and reaffirm the aforesaid Assignments of Beneficial Interest, Bill of Sale and Assignment and Acceptance of Leases, Contracts and Licenses.

COLUMBIA III LIMITED PARTNERSHIP,
an Illinois limited partnership

By: CHF ASSOCIATES, a Massachusetts
general partnership, its general
partner

By: COPLEY ADVISORS, INC.,
a Massachusetts corporation,
its general partner

By: Kevin M. Mahony
Name: KEVIN M. MAHONY
Its: MANAGING DIRECTOR

Acknowledged and Agreed this 26th day of
January, 1993.

FIFIELD-ROSEMONT ASSOCIATES LIMITED
PARTNERSHIP, an Illinois limited partnership,
successor-in-interest to Fifield-Rosemont
Associates, an Illinois general partnership

By: CHF ASSOCIATES, a Massachusetts
general partnership, its general partner

By: COPLEY ADVISORS, INC., a
Massachusetts corporation, its
general partner

By: Kevin M. Mahony
Name: KEVIN M. MAHONY
Its: MANAGING DIRECTOR

93001078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

Commonwealth
STATE OF *Massachusetts*
COUNTY OF *Suffolk* 88.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. MAHONY, the MANAGING DIRECTOR of Copley Advisors, Inc., a Massachusetts corporation, as the managing general partner of CIF Associates, a Massachusetts general partnership, as the general partner of COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *Kevin M. Mahony* appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of each of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of January, 1993.

Charles J. [Signature]
Notary Public

My Commission Expires:

May 8, 1994

Notary of Cook County Clerk's Office

93087078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Commonwealth
 STATE OF *Massachusetts*
 COUNTY OF *Suffolk* } ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that KEVIN M. MAHONY the ~~MANAGING DIRECTOR~~ *Managing Director* of Copley Advisors, Inc., a Massachusetts corporation, as the managing general partner of CIF Associates, a Massachusetts general partnership, as the general partner of FIFIELD-ROSEMONT ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such *Managing Director* appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of each of said entities, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27th day of January, 1993.

Ken Ben Campbell
 Notary Public

My Commission Expires:

May 8, 1998

Notary of Cook County Clerk's Office

93087078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

EXHIBIT A
BILL OF SALE

Property of Cook County Clerk's Office

93087078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

CAUTION Consult a lawyer before using or acting under this form. All warranties, including merchantability and fitness, are excluded.

Seller, Fifield-Rosemont Associates, an Illinois general partnership
~~_____~~ having its principal place of business at 399 Boylston Street,
Boston, MA 02117 in consideration of Ten and No/100

~~_____~~ dollars, receipt whereof is hereby acknowledged, does hereby sell, assign,
transfer and set over to Buyer, Columbia III Limited Partnership, an Illinois limited
partnership, having ~~at~~ its principal place of business at 399 Boylston Street,
Boston, MA 02117, the following described personal property, to-wit:

All of the personal property, if any, located on the real property commonly
known as Columbia Centre III-IV and legally described on Exhibit A attached hereto and
made a part hereof, including, but not limited to all personal property located on the real property
commonly known as Columbia Centre III which is the subject of a security interest held by Citicorp
Real Estate, Inc.

Property of Cook County Clerk's Office

93087075

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of said property, that
said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power
and authority to sell said personal property and to make this bill of sale. *All warranties of quality, fitness
and merchantability are hereby excluded.*

IN WITNESS WHEREOF, Seller has caused this bill of sale to be signed and sealed in its name by
its officers thereunto duly authorized this 6th day of November

19 92

~~ATTEST:~~

FIFIELD-ROSEMONT ASSOCIATES, an Illinois
general partnership

By See signature page attached hereto

~~Secretary~~

UNOFFICIAL COPY

BILL OF SALE
Corporation

GEORGE E. COLE
LEGAL FORMS

Property of Cook County Clerk's Office

State of _____
County of _____
SS _____

I, _____, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that

_____ personally known to me to be the

President of _____

_____ a corporation,

and _____ personally known to me to be

the _____ Secretary of said corporation, and 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 severally

acknowledged that as such _____ President and _____ Secretary, they signed and

delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to

authority given by the Board of _____ of said corporation as their free and voluntary act and as the

free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this _____ 6th day of _____ November, 19 _____ 92

Notary Public

(Commission expires _____ 19 _____)

19 _____

to _____

signed

UNOFFICIAL COPY

SIGNATURE PAGE

FIFIELD-ROSEMONT ASSOCIATES, an
Illinois general partnership

By: CIF ASSOCIATES, a Massachusetts
general partnership, a general
partner

By: COPLEY ADVISORS, INC.,
a Massachusetts corporation,
general partner

By: 
Name: DANIEL J. COUGHLIN
Its: MANAGING DIRECTOR

Property of Cook County Clerk's Office

93087073

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

} SS.

On this 13th day of November, 1992, before me the undersigned Notary Public, in and for said Commonwealth, personally appeared, **Daniel J. Coughlin**, personally known to me (or proven to me on the basis of satisfactory evidence) to be the individual(s) who executed the written instrument as a Managing Director on behalf of **COPLEY ADVISORS, INC.**, a Massachusetts corporation, as the Managing General Partner for **CIIF ASSOCIATES**, a Massachusetts general partnership, the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of the board of directors.

Witness my hand and official seal.



Notary Public

Printed Name: Angela Perry Campbell

My Commission expires: May 8, 1998

Notary Public of Cook County Clerk's Office

93057078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

EXHIBIT B

**ASSIGNMENT AND ACCEPTANCE OF
LEASES, CONTRACTS AND LICENSES**

Property of Cook County Clerk's Office

93087078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ASSIGNMENT AND ACCEPTANCE OF LEASES, CONTRACTS AND LICENSES

THIS ASSIGNMENT AND ACCEPTANCE OF LEASES, CONTRACTS AND LICENSES (the "Assignment and Acceptance") is made and entered into as of the 6th day of November, 1992, by and among FIFIELD-ROSEMONT ASSOCIATES, an Illinois general partnership ("Assignor"), and COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership ("Assignee").

W I T N E S S E T H:

WHEREAS, Assignor is the owner, in the aggregate, of one hundred percent (100%) of the Leases, Contracts and Licenses (as hereinafter defined) relating to the property commonly known as Columbia Centre III-VI located in Rosemont, Illinois (the "Partnership"); and

WHEREAS, Assignor desires to assign, subject to all liens, claims, encumbrances and security interests, to Assignee all of its right, title and interest in, to and under the Leases, Contracts and Licenses upon the terms and conditions hereinafter set forth; and

WHEREAS, Assignee desires to accept, subject to all liens, claims, encumbrances and security interests, all of Assignor's right, title and interest in, to and under the Leases, Contracts and Licenses upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. Assignor Defined. As used herein:

(a) "Leases" shall mean any and all leases, subleases, licenses, occupancy agreements, including all lease amendments, modifications, assignments, and other written agreements pertaining to the use or occupancy of the Property by any party.

(b) "Contracts" shall mean any and all written or oral: (i) insurance, service, maintenance, operating, management, repair, supply, purchase, consulting, professional service, advertising, promotion, public relations and other contracts and commitments which relate to the Property; (ii) equipment leases and all rights and options of Assignor thereunder, including rights to renew or extend the term or purchase the leased equipment, relating to equipment or property located in or upon the Property or used in connection therewith; and (iii) unexpired guaranties and warranties from architects, contractors, and material and equipment suppliers in effect with respect to the Property or any portion thereof which will survive subsequent to the date hereof.

(c) "Licenses" shall mean all as-built plans and specifications, working drawings, licenses, franchises, certifications, authorizations, approvals and permits obtained by or on behalf of the Assignor and issued or approved by any

UNOFFICIAL COPY

Property of Cook County Clerk's Office

11/11/11

UNOFFICIAL COPY

governmental authority which relate to the operation, ownership or maintenance of the Property or any part thereof, including zoning permits, certificates of occupancy, machinery permits, business licenses, ingress and egress permits and the like.

2. **Assignment of Leases, Contracts and Licenses.** Assignor hereby assigns to Assignee effective as of the date hereof, subject to all liens, claims, encumbrances and security interests, all of its right, title and interest in, to and under the Leases, Contracts and Licenses, if any, upon all of the terms and conditions herein set forth, to have and to hold the same unto Assignee, its successors and assigns.

3. **Acceptance of Obligations.** Assignee hereby accepts this the foregoing assignment, subject to all liens, claims, encumbrances and security interests, and covenants and agrees to be bound by all of the terms, covenants and conditions of the Leases, Contracts and Licenses from and after the date hereof.

4. **Amendments.** This Assignment and Acceptance may not be amended, modified or terminated except by an instrument, in writing, executed by the parties hereto.

5. **Successors and Assigns.** This Assignment and Acceptance shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Incorporation of Recitals.** The preambles of this Assignment and Acceptance are hereby incorporated herein by this reference as fully and completely as if they were set forth herein.

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


ASSIGNOR:

FIFIELD-ROSEMONT ASSOCIATES, an Illinois
general partnership

By: CIF ASSOCIATES, a Massachusetts
general partnership, its partner

By: COPLEY ADVISORS, INC., a
Massachusetts corporation, its
partner

By:


Name: DANIEL J. COUGHLIN
Its: MANAGING DIRECTOR

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ASSIGNEE:

COLUMBIA III LIMITED PARTNERSHIP, an Illinois limited partnership

By: **CHF ASSOCIATES**, a Massachusetts general partnership, its partner

By: **COPLEY ADVISORS, INC.**, a Massachusetts corporation, its partner

By:

Daniel J. Coughlin
Name: **DANIEL J. COUGHLIN**
Its: **MANAGING DIRECTOR**

Property of Cook County Clerk's Office

93067078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

00000000000000

UNOFFICIAL COPY

EXHIBIT C

PERSONAL PROPERTY

All of the following property owned by FRA or FRLP, before or any time after November 6, 1992, or in which FRA or FRLP had or may before or any time after November 6, 1992 have any interest or rights which is or may be located on or used in connection with the real property (the "Land"; the Land together with the improvements thereon are referred to herein as the Project) commonly known as Columbia Centre III in Rosemont, Illinois and legally described in Attachment One attached hereto, together with all of FRA or FRLP's right, title and interest therein:

1. All fixtures and personal property owned before or any time after November 6, 1992 by FRA or FRLP and attached to or contained in and used or useful in connection with the Project, or any of the improvements before or any time after November 6, 1992 located thereon, including, without limitation, all building materials, construction materials, goods, machinery, tools, equipment (including fire sprinklers and alarm systems, boilers, window or structural cleaning rigs, equipment used or useful for air conditioning, heating, refrigerating, electronic monitoring, lighting, water, power, sanitation, waste removal, entertainment, recreation, communications, maintenance, and all other equipment of every kind), lobby and all other indoor or outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers, and cabinets), furnishings, appliances, inventory, rugs, carpets and other floor coverings, draperies, drapery rods and brackets, awnings, venetian blinds, partitions, chandeliers and other lighting fixtures and lamps, and all other fixtures, apparatus, goods, chattels, articles used in connection with the construction or operation of a(n) office upon the Project, and all renewals or replacements thereof or articles in substitution therefor, it being understood that the enumeration of any specific articles of property shall in no wise result in or be held to exclude any items of property not specifically mentioned;

2. FRA and FRLP's right, title, and interest in all personal property used or to be used in connection with the operation of the Project or the conduct of business thereon, including, without limitation, inventories located on the Project together with files, books of account, and other records;

3. FRA and FRLP's right, title and interest in and to any and all contracts now or hereafter relating to the Project executed by any architects, engineers, or contractors, including, but not limited to, all of the Construction Documents (as defined in that certain Assignment of Construction Documents dated as of October 31, 1988 by and between American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 12, 1988 and known as Trust No. 100841-01 ("Trust") and FRA, as assignor, and Citicorp Real Estate, Inc. ("CREI"), as assignee, the Architectural and Engineering Documents (as defined in that certain Assignment of Architectural and Engineering Documents dated as of October 31, 1988 by and between Trust and FRA, as assignor, and CREI, as assignee), the Contracts (as defined in that certain Assignment of Maintenance, Management and Service Documents dated as of October 31, 1988 by and between

UNOFFICIAL COPY

Property of Cook County Clerk's Office

000000

UNOFFICIAL COPY

Trust and FRA, as assignor, and CREI, as assignee), all amendments, supplements, and revisions thereof, together with all of FRA or FRLP's rights and remedies thereunder and the benefit of all covenants and warranties thereon, and also together with all drawings, designs, estimates, layouts, surveys, plats, plans, specifications, and test results prepared by any architect, engineer, or contractor, including any amendments, supplements, and revisions thereof and the right to use and enjoy the same, as well as all building permits, environmental permits, approvals and licenses, other governmental or administrative permits, licenses, and agreements relating to construction on the Project;

4. All rights in and proceeds from all fire and hazard, loss-of-income, and other non-fidelity insurance policies now or hereafter covering improvements now or hereafter located on the Project;

5. All awards or payments, including interest thereon, that may be made with respect to the Project, whether from the right of the exercise of eminent domain (including any transfer made in lieu of the exercise of said right) or for any other injury or to decrease in value of the Project;

6. All the Leases (as defined in that certain Assignment of Rents and Leases between Trust, FRA and CREI dated as of _____ and all rents, rights, issues and profits thereunder; and

7. All bank accounts, cash accounts, money-market accounts, operating accounts and any other account holding revenues related to the Project, including, but not limited to the Columbia III Operating Account No. 2572089 at Harris Trust & Savings Bank and the Columbia II Draw Account No. 2572048 at Harris Trust & Savings Bank.

8. All right, title and interest of FRA and FRLP in and to that certain Parking Agreement dated November 8, 1988 between the Village of Rosemont, Trust and FRA, affecting the property legally described on Attachment Two.

9. All other tangible or intangible property of FRA or FRLP used in connection with or relating to the Project.

UNOFFICIAL COPY

Property of Cook County Clerk's Office

10/10/10

UNOFFICIAL COPY**ATTACHMENT ONE****REAL PROPERTY**

The West 558.33 feet (measured along the North line) of Lot 1 of Henry Nachmeister's Division of parts of Sections 9 and 10, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded April 6, 1908 as Document Number 4163101, except that part thereof described as follows:

Commencing at the North West corner of the aforesaid Section 10; thence Southerly along the West line of said Section 10, a distance of 217 feet for the place of beginning; thence continuing Southerly along the West line of said Section 10, a distance of 200 feet; thence Easterly parallel with the South line of Bryn Mawr Avenue, a distance of 80 feet; thence Northerly parallel with the West line of said Section 10, a distance of 200 feet; thence Westerly parallel with the South line of Bryn Mawr Avenue, a distance of 80 feet to the place of beginning, in Cook County, Illinois.

Permanent Tax Number: 12-10-100-051

Volume: 063

Address: 9525 W Bryn Mawr
Rosemont, Illinois

SXM1679 01/18/93 1609

93087078

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Attachment Two
Legal Description Of Parting Premises

THE WEST 307.5 FEET OF THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 1 IN ROSEMONT WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 2 IN ROSEMONT WILLIAM STREET ADDITION BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN OVER A POINT ON THE WEST LINE OF SAID LOT, 53.65 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT TO THE NORTH EAST CORNER OF SAID LOT IN COOK COUNTY, ILLINOIS.

PIN:

12-10-100-103
12-10-100-114
12-10-100-090
12-10-100-093

Address:

Williams Street and N. River Road
Rosemont, Illinois

93057078

UNOFFICIAL COPY

Property of Cook County Clerk's Office