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**THIS INSTRUMENT
PREPARED BY:**

Kenneth H. Kraft, Esq.
Powell, Goldstein, Frazer & Murphy
Sixteenth Floor
191 Peachtree Street, N.E.
Atlanta, Georgia 30303

95412587

DEPT-01 RECORDING \$39.00
T6666 TRAN 8665 05/06/94 14:40:00
85407 & RC #-94-4 12587
COOK COUNTY RECORDER

**ASSIGNMENT OF LESSEE'S INTEREST
IN GROUND LEASE AND CONVEYANCE OF IMPROVEMENTS,
WITH ASSUMPTION OF GROUND LEASE AND LIMITED WARRANTY OF TITLE**

FOR AND IN CONSIDERATION OF the sum of Ten and No/100 Dollars (\$10.00) paid to the undersigned AETNA LIFE INSURANCE COMPANY, a Connecticut corporation ("Assignor") and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, sell, assign, transfer, and convey, effective May 4, 1994 (the "Effective Date"), to American National Bank and Trust Company of Chicago, the Trustee under Trust Agreement dated March 22, 1994, and known as Trust No. 118105-04 ("Assignee"), whose address is 33 North La Salle Street, Chicago, Illinois, 60690, (i) all of Assignor's right, title and interest as Lessee under that certain Lease dated November 5, 1968, between Win Realty Holdings, Inc., f/k/a Win Merger, Inc., successor to Saks & Company, a New York corporation, as Lessor, and Assignor, successor to Lake Shore National Bank, not personally, but as trustee under Trust Agreement No. 2158 dated September 30, 1968 (Assignor having succeeded to the rights of Lake Shore National Bank thereunder as Lessee by foreclosure of the property subject to the Ground Lease), as Lessee, as amended by First Amendment thereto dated November 5, 1968, Second Amendment thereto dated May 25, 1970, Third Amendment thereto dated June 18, 1971, and Fourth Amendment thereto dated February 15, 1977 (said Lease, as so amended, being herein referred to as the "Ground Lease"), affecting the land located in Cook County, Illinois, and being more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Land"), TOGETHER WITH (ii) all buildings and improvements located on such land (such buildings and improvements being collectively referred to as the "Improvements"; the Land and the Improvements are herein sometimes referred to collectively as the "Property").

This conveyance is made and accepted subject to all matters set out in Exhibit B attached hereto and incorporated herein by reference (hereinafter referred to as the "Permitted Exceptions").

TO HAVE AND TO HOLD the leasehold estate under the Ground Lease and fee simple title to the Improvements, together with all rights, easements, hereditaments and appurtenances pertaining to the Property, including all of Grantor's right, title and interest in and to adjoining streets, alleys and rights-of-way, unto Grantee and Grantee's successors, heirs, and assigns; and

FIRST AMERICAN TITLE INSURANCE # C74537 182 dz

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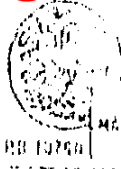
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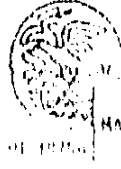
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REAL ESTATE TRANSFER TAX

REVENUE
STAMP
MAY-094
DEPT OF REVENUE
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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

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STATE OF ILLINOIS
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Grantor does hereby bind itself and its successors and heirs to warrant and forever defend the Property unto Grantee and Grantee's successors, heirs, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, except, however, for claims made under or with respect to the Permitted Exceptions.

Notwithstanding any provision to the contrary, Grantor makes no warranties or indemnities of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property (including, without limitation, the Improvements which include, without limitation, the paving in the parking garage), and Grantee by its acceptance of this Deed accepts the physical condition of the Property "AS IS, WITH ALL FAULTS."

Assignee hereby expressly assumes and agrees to perform all of the obligations of the Lessee under the Ground Lease, effective as of the Effective Date.

Except as hereinabove expressly provided with respect to matters relating to the physical condition of the Property, for which no indemnity is provided, Assignor hereby agrees to indemnify and hold Assignee harmless from any and all monetary cost, liability, loss, damage or expense, including, without limitation, reasonable attorney's fees, originating prior to the Effective Date and arising out of Assignor's obligations under the Ground Lease. In the event that Assignee or the beneficiary of the Trust (as hereinafter defined), or any person or entity affiliated with or designated by such beneficiary or affiliate thereof, acquires the fee simple title to the Land, Assignee's liability under the immediately preceding sentence shall cease and terminate, and such sentence shall be of no further force or effect. Assignee hereby agrees to indemnify Assignor against and hold Assignor harmless from any and all monetary cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, originating on or after the Effective Date and arising out of Assignee's obligations under the Ground Lease.

If any litigation between Assignor and Assignee or Beneficiary arises out of the obligations of the parties under this instrument or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses of such litigation including, without limitation, reasonable attorney's fees.

This instrument may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

This instrument is executed by the Assignee, not personally but solely as trustee under Trust No. 118105-04 ("Trust") in the exercise of the power and authority conferred upon and vested in it as such trustee. It is expressly understood and agreed that all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Assignee are undertaken by it solely in its capacity as trustee and not personally. It is

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STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

PD 10760

MAY 6 1994

DEPT. OF
REVENUE

999.00



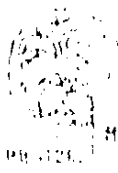
STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

PD 10760

MAY 6 1994

DEPT. OF
REVENUE

999.00



STATE OF ILLINOIS
REAL ESTATE TRANSFER TAX

PD 10760

MAY 6 1994

DEPT. OF
REVENUE

411.00

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further understood and agreed that the Assignee merely holds title to the property herein described and has no agents, employees or control over the management of the property and no knowledge of other factual matters except as represented to it by the beneficiary(ies) of the Trust. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Assignee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Assignee in this instrument, all such liability of Assignee being expressly waived by every person now or hereafter claiming any right or security hereunder, and the owner of any indebtedness or cause of action for breach of any warranty, indemnity, representation, covenant, undertaking or agreement accruing hereunder shall look solely to the Trust estate and the beneficiary of the Trust for the payment thereof.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed and sealed by and through their duly authorized officers this the 4 day of MAY, 1994.

Assignor:

AETNA LIFE INSURANCE COMPANY, a
Connecticut corporation

By: William F Towill
Printed Name: WILLIAM F. TOWILL
Title: ASSISTANT VICE PRESIDENT

[CORPORATE SEAL]

Assignee:

AMERICAN NATIONAL BANK AND TRUST
COMPANY OF CHICAGO, the Trustee under
Trust Agreement dated March 23, 1994, and known
as Trust No. 118105-04

By: [Signature]
Printed Name: _____
Title: _____

[BANK SEAL]

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ACKNOWLEDGMENT

STATE OF ILLINOIS)
 COUNTY OF COOK) SS:

I HEREBY CERTIFY, that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Gregory S. Kasprzyk, who is ~~Regional Vice President~~ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, the Trustee under Trust Agreement dated March 22, 1994, and known as Trust No. 118105-04 on behalf of said corporation, who is personally known to me ~~or who has produced~~ as identification, and who executed the foregoing instrument, and duly acknowledged before me that he/she executed the same for the purposes therein contained as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the jurisdiction last aforesaid this May 5 day of 1994, A.D. 1994.

Print Name: L. M. Sovinski
 NOTARY PUBLIC, State of ILLINOIS

MY COMMISSION EXPIRES:

[AFFIX NOTARIAL SEAL]



LEVENFELD, EISENBERG, JANCZ & EFEL
33 W. MADISON ST.
SUITE 2100
CHICAGO, ILL. ATTN: A. TRIGER

BOX 242

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EXHIBIT A
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PARCEL 1:

LEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN LEASE DATED NOVEMBER 5, 1968, EXECUTED BY SAKS AND COMPANY, AS LESSOR, AND LAKESHORE NATIONAL BANK, TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 30, 1968, AND KNOWN AS TRUST NUMBER 2158, AS LESSEE, A MEMORANDUM OF WHICH WAS RECORDED APRIL 8, 1969 AS DOCUMENT NO. 20804412, WHICH LEASE HAS BEEN AMENDED NOVEMBER 5, 1968, MAY 25, 1970, JUNE 18, 1971 AND FEBRUARY 15, 1977, DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS:

THE SOUTHEAST 1/4 (EXCEPT THE WEST 1 1/2 FEET THEREOF) OF BLOCK 45 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

SUBLEASEHOLD ESTATE CREATED IN AND BY THAT CERTAIN INDENTURE OF LEASE DATED JULY 1, 1971 MADE BY SAKS AND COMPANY, AS SUBLESSOR, AND CLARIDGES PARKING CORPORATION, AS SUBLESSEE, AS DISCLOSED BY AGREEMENT REGARDING COMMENCEMENT OF TERM OF GARAGE SUBLEASE DATED MAY 1, 1973 AND RECORDED JULY 30, 1973 AS DOCUMENT NO. 22419030, WHICH LEASE HAS BEEN AMENDED DECEMBER 21, 1972, MAY 1, 1973 AND FEBRUARY 15, 1977 AND EVIDENCED BY MEMORANDUM OF GARAGE SUBLEASE DATED AS OF JULY 15, 1980 AND RECORDED SEPTEMBER 22, 1980 AS DOCUMENT NO. 25592895, DEMISING THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS:

THE SOUTHEAST 1/4 (EXCEPT THE WEST 1 1/2 FEET THEREOF) OF BLOCK 45 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

FEE TITLE TO THE BUILDING AND IMPROVEMENTS LOCATED ON THE FOLLOWING DESCRIBED LAND:

THE SOUTHEAST 1/4 (EXCEPT THE WEST 1 1/2 FEET THEREOF) OF BLOCK 45 OF KINZIE'S ADDITION TO CHICAGO IN THE NORTH FRACTIONAL 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

ADDRESS OF PROPERTY: 140-160 E. HURON STREET
CHICAGO, IL

PERMANENT INDEX NUMBER: 17-10-106-007

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EXHIBIT B PERMITTED EXCEPTIONS

1. General taxes for the year(s) 1993, 1994 and subsequent years.
Tax No.: 17-10-106-007 Volume No.: 501
2. Garage Lease made by Lake Shore National Bank, as Trustee under Trust Agreement dated September 30, 1968, and known as Trust No. 2158, Lessor, to Saks & Company, a New York corporation Lessee, for a term of 25 years, and the covenants and conditions as therein contained, as disclosed by memorandum dated April 27, 1971, and recorded June 28, 1971 as Document No. 21525963 and by the Supplemental Agreement thereto recorded as Document No. 22419029 and the rights of all parties claiming by, through or under said Lessee.

Assignment of Garage Lease (as to an undivided 18.2% interest) made February 20, 1985, by Lake Shore National Bank, as Trustee under Trust Agreement dated September 30, 1968, and known as Trust No. 2158, to RCP, Inc., an Illinois corporation, recorded February 22, 1985 as Document No. 27451777.

Assignment of Garage Lease (as to an undivided 81.8% interest) made February 20, 1985, by Lake Shore National Bank, as Trustee under Trust Agreement dated September 30, 1968, and known as Trust No. 2158, to LaSalle National Bank, as Trustee under Trust Agreement dated November 15, 1984, and known as Trust No. 109164, recorded February 27, 1986 as Document No. 86080510.

Assignment of Garage Lease (as to an undivided 18.2% interest) by instrument dated February 20, 1985 made by RCP, Inc. to Lake Shore National Bank, as Trustee under Trust Agreement dated November 30, 1984 and known as Trust No. 4967, recorded February 22, 1985 as Document No. 27451783 and by instrument recorded February 22, 1985 as Document No. 27451785.

Assignment of Garage Lease (as to an undivided 81.8% interest) by instrument dated February 20, 1985 made by LaSalle National Bank, as Trustee under Trust Agreement dated November 15, 1984 and known as Trust No. 109164 to Lake Shore National Bank, as Trustee under Trust Agreement dated November 30, 1984, and known as Trust No. 4967 recorded February 22, 1985 as Document No. 27451784.

Agreement re: Commencement of Term of Garage Lease made May 1, 1973, by and between Lake Shore National Bank, as Trustee under Trust Agreement dated September 30, 1968, and known as Trust No. 2158, and Saks & Company, a New York corporation, wherein it is established that the Lease, a memorandum of which is recorded

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as Document No. 21525963 will commence on November 1, 1972, said Agreement recorded July 30, 1973 as Document No. 22419029.

Indenture of Lease dated July 1, 1971 made by Saks and Company, as Sublessor, and Claridges Parking Corporation, as Sublessee, as disclosed by Agreement regarding Commencement of Term of Garage Sublease dated May 1, 1973 and recorded July 30, 1973 as Document No. 22419030, as amended December 21, 1972, May 1, 1973 and February 15, 1977 and evidenced by Memorandum of Garage Sublease dated as of July 15, 1980, and recorded September 22, 1980 as Document No. 25592895, and the terms and provisions thereof.

3. Encroachment of the fence onto the property north and adjoining by approximately 0.08 feet as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332EC.
4. Encroachment of the concrete wall onto the property west and adjoining as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.
5. Encroachment of marble rectangular structures attached to concrete columns located on the southern line of the land and onto the property south and adjoining by varying degrees with a range of 0.17 feet to approximately 2.60 feet as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.
6. Encroachment of the flag pole onto the property south and adjoining as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.
7. Encroachment of the canopy onto the public property located south and adjoining as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.
8. Encroachment of the vaults onto the public property east and adjoining as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.
9. Encroachment of sign located south of the property as disclosed by survey made by National Survey Service, Inc. dated April 16, 1992 and recertified June 30, 1993 as Order No. 95332.

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10. Existing unrecorded leases, if any, and rights of parties in possession under such unrecorded leases and rights of hotel guests who occupy the the Property or any portion thereof and hotel guests having reservations at the Property.
11. All matters shown on that certain survey titled Plat of Survey dated March 24, 1994 by National Survey Service, Inc.

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