

# UNOFFICIAL COPY

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Prudential Loan No. 6 100 569

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is made this 29<sup>th</sup> day of September, 1994, by and from AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee under Trust Agreement dated December 1, 1991 and known as Trust No. 114854-05 ("Assignor"), to and for the benefit of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("Assignee").

. DEPT-01 RECORDING \$49.50  
 . T#0011 TRAN #110 10/12/94 14:32:00  
 . #8154 + RV \*-94-875741  
 . COOK COUNTY RECORDER

### RECITALS:

A. Assignor is the owner of certain real property located in Cook County, State of Illinois more particularly described in Exhibit A attached hereto ("Property").

B. TB Limited Partnership, an Illinois limited partnership ("Beneficiary"), is the sole beneficiary and holder of the power of direction of Assignor.

C. Assignor has executed and delivered to Assignee a promissory note ("Note") of even date herewith in the original principal amount of THIRTY-EIGHT MILLION DOLLARS (\$38,000,000) and a Mortgage, Security Agreement and Fixture Filing ("Mortgage") of even date herewith and recorded contemporaneously herewith, securing, among other things, the obligations of Assignor and Beneficiary under the Note and Mortgage ("Obligations").

D. Assignor desires to transfer and assign to Assignee, absolutely and unconditionally, all of its right, title and interest in, to and under the leases described in Exhibit B attached hereto and by this reference incorporated herein, and any and all other leases, subleases, lettings and licenses of or affecting the Property that may hereafter be entered into and all amendments, extensions, modifications, replacements or renewals thereof (collectively, "Leases"), and (a) the rents, income and profits due, or to become due thereunder, and (b) the right to enforce, whether at law or in equity or by any other means, all provisions thereof, and all claims of any kind that Assignor may have against lessees under the Leases or any subtenants or occupants of the Property (collectively, "Lessees") including, without limitation, any guarantees of the obligations owed Assignor and/or Beneficiary thereunder (the items described in clauses (a) and (b) being hereinafter collectively called "Rents"). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Mortgage.

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## AGREEMENT:

NOW, THEREFORE, as an inducement for the making of the loan evidenced by the Note and secured by the Mortgage, Assignor hereby represents, covenants and agrees as follows:

1. **Assignment.** Assignor hereby absolutely and unconditionally transfers, sets over and assigns to Assignee all right, title and interest of Assignor in, to and under (a) the Leases and (b) the Rents. This Assignment is intended to be and is an absolute present assignment from Assignor to Assignee and not the mere passage of a security interest or a provision of additional security; provided, however, that Assignor shall have a license to collect, except as hereinafter provided, the Rents accruing by virtue of the Leases as they respectively become due ("License"), but not in advance, and to enforce the agreements of the Leases. Such License may be revoked, at Assignee's option, in the event there occurs a default or breach by Assignor under any of the terms, covenants or provisions of the Obligations, the Note, the Mortgage, this Assignment or any other Loan Documents (as defined in the Mortgage). Assignor covenants and agrees, however, that in exercising its License it shall hold any and all such Rents in trust for the benefit of Assignee and shall apply the same in payment of its Obligations.

2. **Assignee as Creditor of Lessee.** Assignee, and not Assignor, shall be the creditor of the Lessee in respect of assignments for the benefit of creditors and bankruptcy, reorganization, insolvency, dissolution or receivership proceedings affecting any such Lessee. Assignee, however, shall not be the party obligated to make timely filings of claims in such proceedings or to otherwise pursue creditor's rights therein. Assignee shall have the option to apply any monies received by it as such creditor to the reduction of the principal of or the premium, if any, or interest on the Obligations.

3. **Default Remedies of Assignee.** If Assignor or Beneficiary defaults on the Obligations, the Mortgage, this Assignment or any other Loan Document, and until such default shall have been fully cured, Assignor's License to collect Rents shall immediately cease and terminate. Assignee shall thereupon be authorized at its option to enter and take possession of all or part of the leased premises, and to perform all acts necessary for the operation and maintenance of such premises in the same manner and to the same extent that Assignor might reasonably so act. In furtherance thereof, Assignee shall be authorized, but under no obligation, to collect the Rents arising from the Leases, and to enforce performance of any other terms of the Leases including, but not limited to, Assignor's rights to fix or modify rents, sue for possession of the leased premises, relet all or part of the leased premises, and collect all Rents under such new Leases. Assignor shall also pay to Assignee, promptly upon any such default: (a) all rent prepayments and security or other deposits paid to Assignor pursuant to any Lease assigned hereunder; and (b) all charges for services or facilities or for escalation which have theretofore been paid pursuant to any such Lease to the extent allocable to any period from and after such default. Assignee will, after payment of all proper costs, charges and any damages

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Including, without limitation, those payable pursuant to Paragraph 7 hereof, apply the net amount of such Rents to the sums then due to Assignee under the Obligations. Assignee shall have sole discretion as to the manner in which such Rents are to be applied, the reasonableness of the costs to which they are applied, and the items that will be credited thereby.

4. **Termination of Assignment.** When Assignor pays Assignee for the full amount of the indebtedness secured by the Mortgage and this Assignment, and such payment is evidenced by a recorded satisfaction or release of the Mortgage, this Assignment shall terminate and become void.

5. **Notice to Lessee of Assignor's Default.** Assignor hereby irrevocably authorizes each Lessee, upon demand and notice from Assignee of Assignor's and/or Beneficiary's default under the Obligations, the Mortgage, this Assignment or other Loan Documents, to pay all Rents under the Leases to Assignee. Assignor agrees that each Lessee shall have the right to rely upon any such notices of Assignee that Lessee shall pay all Rents to Assignee, without any obligation to inquire as to the actual existence of the default, notwithstanding any notice from or claim of Assignor to the contrary. Assignor shall have no claim against any Lessee for any Rents paid by Lessee to Assignee. Upon Assignor's and Beneficiary's cure of all defaults under the Obligations, the Mortgage, this Assignment or other Loan Documents, Assignee may give each Lessee written notice of such cure and, thereafter, until further notice from Assignee, the Lessee shall pay the Rents to Assignor.

6. **Assignment of Defaulting Assignor's Interest in Lease.** If Assignor and/or Beneficiary has defaulted under the Obligations, the Mortgage, this Assignment or other Loan Documents, Assignee shall then have the right to assign Assignor's right, title and interest in and to the Leases to any person acquiring title to the Property through foreclosure or otherwise. Such assignee shall not be liable to account to Assignor for the Rents thereafter accruing.

7. **Indemnification of Assignee.** Assignor hereby agrees to indemnify, defend, protect and hold Assignee harmless from and against any and all liability, loss, cost, expense or damage (including reasonable attorneys' fees) that Assignee may or might incur under the Leases or by reason of this Assignment. Such indemnification shall also cover any and all claims and demands that may be asserted against Assignee under the Leases or this Assignment. Nothing in this paragraph shall be construed to bind Assignee to the performance of any Lease provisions, or to otherwise impose any liability upon Assignee, including, without limitation, any liability under covenants of quiet enjoyment in the Leases in the event that any Lessee shall have been joined as party defendant in any action to foreclose the Mortgage and shall have been barred thereby of all right, title, interest, and equity of redemption in the Property. This Assignment imposes no liability upon Assignee for the operation and maintenance of the Property or for carrying out the terms of any Lease before Assignee has entered and taken possession of the Property. Any loss or liability incurred by Assignee, by reason of actual entry and taking possession under any Lease or this Assignment or in the defense of any claims shall,

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at Assignee's request, be reimbursed by Assignor. Such reimbursement shall include interest at the Default Rate provided in the Note, costs, expenses and reasonable attorneys' fees. Assignee may, upon entry and taking of possession, collect the Rents and apply them to reimbursement for any such loss or liability. The provisions of this Paragraph 7 shall survive repayment of the Obligations and any termination, satisfaction or foreclosure of this Assignment.

8. **Assignor's Possession After Default.** If Assignor is in possession of the Property and is not required to surrender such possession hereunder in the event of a default on the Obligations or under the Mortgage, this Assignment or other Loan Documents, Assignor shall pay monthly in advance to Assignee, on Assignee's entry into possession pursuant to Paragraph 3 hereof, or to any receiver appointed to collect the Rents, the fair and reasonable value for the use and occupancy of the Property or such part thereof as may be in the possession of Assignor. Upon default in any such payment, Assignor shall forthwith vacate and surrender such possession to Assignee or such receiver and, in default thereof, Assignor may be evicted by summary or any other available proceedings or actions.

9. **Representations and Warranties.** Assignor hereby represents and warrants to Assignee that: (a) Assignor is the absolute owner of the Leases, with absolute right and title to assign the Leases and the Rents; (b) the Leases are valid and in full force and effect and have not been modified, amended or terminated, or any of the terms and conditions thereof waived, except as stated herein; (c) except for assignments which have previously been or prior to the recordation hereof are being fully released, there are no outstanding assignments or pledges of the Leases or of the Rents and no other party has any right, title or interest in the Leases or the Rents; (d) there are no existing defaults or any state of facts which, with notice or lapse of time, or both, would constitute a default under the provisions of the Leases on the part of either party; (e) no Lessee has any defense, set-off or counterclaim against Assignor; (f) each Lessee is in possession and paying rent and other charges under its Lease and as provided therein; (g) there are no unextinguished rent concessions, abatements and/or other amendments relating to the Lessees and/or the Leases, and no Lessee has any right or option to acquire any interest in the Property, except as reflected in the rent roll delivered to Assignee in connection with the funding of the Loan (the "Rent Roll"); (h) the Rent Roll discloses all currently existing Leases and is complete, accurate and true in all respects; (i) the Property is subject only to Leases which have been approved by Assignee and the Leases constitute the entire agreement between Assignor (or any affiliated party) and the Lessees thereunder (or any affiliated party); (j) Assignor has not accepted prepayments of installments of rent or any other charges under any Lease for a period of more than one (1) month in advance; (k) no Lessee has a purchase option or first refusal right or any right or option for additional space with respect to the Property; and (l) all work required to be performed by Assignor, as landlord, as of the Closing Date under any Lease has been completed in accordance with the provisions of the Lease.

10. **Lease Terminations and Modifications.** Assignor shall not cancel, abridge, surrender or terminate any Lease or change, alter or modify any Lease either to reduce the



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amount of the Rents payable thereunder, or to otherwise change, alter, abridge or modify the Lease, or make any subsequent assignment or pledge of the Lease, or consent to subordination of the interest of any Lessee in any Lease, without the prior written consent of Assignee. Any attempt at cancellation, surrender, termination, change, alteration, modification, assignment, pledge or subordination of any Lease, without the prior written consent of Assignee, shall be null and void. Notwithstanding language in this Paragraph 10 to the contrary, upon written consent of Assignee not to be unreasonably withheld, Assignor shall have the right to terminate any Lease of a non-Major Tenant following a default by such tenant under its Lease. In the event of the termination of any Lease, Assignor shall deliver to Assignee any and all consideration paid or given to Assignor by such tenant in connection with or related to the termination of its Lease. Assignor hereby covenants not to accept rent under any Lease more than one month in advance of its due date.

11. Further Assurances. Assignor shall execute and deliver to Assignee, and hereby irrevocably appoints Assignee, its successors and assigns as its attorney-in-fact to execute and deliver during the term of this Assignment, all further instruments as Assignee may deem necessary to make this Assignment and any further assignment effective. Assignor shall, upon demand, pay to Assignee, or reimburse Assignee for the payment of, any and all costs and expenses (including reasonable attorneys' fees) incurred in connection with the preparation and recording of such instruments.

12. Transfer of Title to Lessee; Cancellation of Lease. Each Lease shall remain in full force and effect, notwithstanding any merger of Assignor's and Lessee's interest thereunder. Without Assignee's prior written consent, Assignor shall not convey title to all or any part of the Property to any Lessee. If Assignee's consent to any such conveyance is obtained, Assignor shall not make any such conveyance without first requiring the Lessee, in writing, to assume and agree to pay and perform the Obligations and the Mortgage in accordance with the terms, covenants and conditions thereof, and to pay so much of the purchase price as Assignee deems necessary in reduction of the outstanding principal of the Obligations, in the inverse order of maturity, which payment, if made during the period that the Obligations permit prepayment, will include applicable prepayment premiums as set forth in the Obligations. Any transfer of title to any Lessee must be performed in compliance with the provisions of the Mortgage. In the event that any Lease permits cancellation thereof on payment of consideration and said privilege of cancellation is exercised, the payments made or to be made by reason thereof are hereby assigned to Assignee to be applied, at the election of Assignee, to the Obligations and interest thereon in whatever order the Lender shall choose in its discretion or to be held in trust by Assignee as further security, without interest, for the payment of the principal and interest required to be paid by the Obligations.

13. Lease Guaranties; Assignments of Leases; Alterations of Premises. Assignor shall not, without Assignee's prior written consent: (a) alter, modify, cancel or terminate any guaranties of any Lease; (b) consent to any Lease assignment or subletting; (c) execute any other

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assignment or pledge of the Leases, of any interest therein, or of any Rents, or agree to a subordination of any Lease to any mortgage or other encumbrance now or hereafter affecting the premises; or (d) permit a material alteration of or addition to the Property by any Lessee, unless the right to alter or enlarge is expressly reserved by Lessee in the Lease.

14. **Assignor to Ensure Continued Performance under Leases.** Assignor shall perform all of its covenants as Lessor under the Leases, and shall not permit any release of liability of any Lessee or any withholding of rent payments by any Lessee. Assignor shall promptly deliver to Assignee copies of any and all notices of default Assignor has sent to any Lessee. Assignor shall enforce at Assignor's expense any one or more of the Leases and all remedies available to Assignor thereunder upon any Lessee's default. Assignor shall deliver to Assignee copies of all papers served in connection with any such enforcement proceedings and shall consult with Assignee, its agents and attorneys with respect to the conduct thereof; provided that Assignor shall not enter into any settlement of any such proceeding without Assignee's prior written consent.

15. **Changes in Obligation Terms.** Notwithstanding any variation of the terms of the Obligations and/or the Mortgage, including any increase or decrease in the principal amount thereof or in the rate of interest payable thereunder or any extension of time for payment thereunder or the release of any part of the Property subject to the Mortgage, the terms of this Assignment shall remain unmodified and in full force and effect.

16. **Additions to and Replacement of Obligations.** Assignee may take security in addition to the security already given Assignee for the payments of the principal, premium and interest required to be paid in or by the Obligations or release such other security, and may release any party primarily or secondarily liable on the Obligations, may grant or make extensions, renewals, modifications or indulgences with respect to the Obligations or the Mortgage and replacements thereof, which replacements of the Obligations or the Mortgage may be on the same terms as, or on terms different from, the present terms of the Obligations or the Mortgage, and may apply any other security held by it to the satisfaction of the Obligations, without prejudice to any of its rights hereunder.

17. **Additional Leases.** Assignor shall not enter into any additional Leases or renew any existing Leases without the prior written consent of Assignee.

18. **Exercise of Assignee's Rights and Remedies.** Assignee's failure to avail itself of any of its rights under this Assignment for any period of time, or at any time or times, shall not constitute a waiver thereof. Assignee's rights and remedies hereunder are cumulative, and not in lieu of, but in addition to, any other rights and remedies Assignee has under the Obligations, the Mortgage and any other Loan Documents. Assignee's rights and remedies hereunder may be exercised as often as Assignee deems expedient.

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19. **Severability.** If any term of this Assignment or the application hereof to any person or set of circumstances, shall to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such provision or part thereof to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent consistent with applicable law.

20. **Captions.** The captions or headings at the beginning of each paragraph hereof are for the convenience of the parties only and are not part of this Assignment.

21. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which shall be construed together and shall constitute one instrument. It shall not be necessary in making proof of this Assignment to produce or account for more than one such counterpart.

22. **Notices.** All notices or other written communications hereunder shall be deemed to have been properly given: (a) upon delivery, if delivered in person or by facsimile transmission with receipt acknowledged; (b) one business day after having been deposited for overnight delivery with any reputable overnight courier service; or (c) three business days after having been deposited in any post office or mail depository regularly maintained by the U.S. Postal Service and sent by registered or certified mail, postage prepaid, addressed as follows:

If to Assignor: American National Bank and Trust Company of Chicago  
Trust No 114854-06  
33 North LaSalle Street  
Chicago, Illinois 60602  
Attention: Land Trust Department

With a copy to: TB Limited Partnership  
c/o Hiffman Shaffer Associates, Inc.  
180 N. Wacker Drive, Suite 500  
Chicago, Illinois 60606  
Attention: John E. Shaffer and E. Thomas Collins, Jr.

And a copy to: Larry Pachter, Esq.  
Polsky & Riordan Ltd.  
205 N. Michigan Avenue, Suite 3909  
Chicago, Illinois 60601

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If to Assignee: The Prudential Insurance Company of America  
130 East Randolph Street, Suite 1400  
Chicago, Illinois 60601  
Attention: Vice President

With a copy to: The Prudential Insurance Company of America  
130 East Randolph Street, Suite 1300  
Chicago, Illinois 60601  
Attention: James L. Woolner, Jr., Esq.

or addressed as such party may from time to time designate by written notice to the other party.

23. Amendment, Modification or Cancellation of Assignment. No amendment, modification or cancellation of this Assignment or any part hereof shall be enforceable without Assignee's prior written consent.

24. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located.

25. Power of Attorney. Effective automatically upon the occurrence of an Event of Default and continuously thereafter, and without the necessity of the execution of any further documents or instruments, Assignor hereby constitutes and appoints Assignee as Assignor's true and lawful attorney, coupled with an interest, in the name, place and stead of Assignor:

(a) to collect, demand, sue for, attach, levy, recover and receive all Rents due and payable by Lessees pursuant to the Leases and to give proper notices, receipts, releases and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion, as selected by Assignee, of the Obligations, notwithstanding that the amount owing thereunder may not then be due and payable or that the Obligation is adequately secured, and Assignor does hereby authorize and direct such Lessees to deliver such payment to Assignee in accordance with the foregoing; and

(b) to subject and subordinate at any time and from time to time, the Leases, to the lien of the Mortgage or any other Loan Documents or any other mortgage or deed of trust on or to any ground lease of the Property or to request or require such subordination, where the Assignor otherwise would have the right, power or privilege so to do. Assignor hereby ratifies and confirms all acts that Assignee shall do or cause to be done by virtue of the powers granted hereby and warrants that Assignor has not, on or at any time prior to the date hereof, exercised any such right of subordination under this clause (b) and covenants not to exercise any such right except as may be required by Assignee. The power of attorney hereunder granted is irrevocable and continuing, shall survive the insolvency or dissolution of Assignor, and such rights,



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powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the Obligations shall remain unpaid.

26. **No Mortgagee in Possession; No Other Liability.** The acceptance by Assignee of this Assignment, with all of the rights, power, privileges and authority so created, shall not, prior to entry upon and taking of possession of the Property by Assignee, be deemed or construed to: (a) constitute Assignee as a mortgagee in possession nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases or to the Property; (b) require Assignee to take any action hereunder, or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under the Leases; or (c) require Assignee to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by Lessees and not assigned and delivered to Assignee. Assignee shall not be liable in any way for any injury or damage to person or property sustained by any person in or about the Property.

27. **Successors and Assigns; Gender.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, successors and assigns, and all subsequent owners of the Property, and all subsequent holders of the Note and the Mortgage, subject in all events to the provisions of the Mortgage regarding transfers of the Property by Assignor. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. If there is more than one party constituting Assignor, all obligations of each Assignor hereunder shall be joint and several.

28. **Expenses.** Assignor shall pay on demand all costs and expenses incurred by Assignee in connection with the review of Leases, including the fees and disbursements of Assignee's outside counsel.

29. **Limitation on Personal Liability.** Reference is hereby made to the portion of the Note entitled "Limitation on Personal Liability of Maker," which provision is hereby incorporated herein by reference to the same extent as if it were set forth herein.

30. **Trustee's Exculpation.** This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee 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 Trustee are undertaken by it solely in its capacity as Trustee and not personally. It is further understood and agreed that the Trustee 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

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asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument, all such liability 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 for the payment thereof. Nothing contained in this **Paragraph 30** shall modify or discharge the personal liability of Beneficiary or the general partners thereof under this Assignment of Leases and Rents or the other Loan Documents.

31. **WAIVER OF TRIAL BY JURY.** ASSIGNOR HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM FILED BY EITHER PARTY, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING DIRECTLY OR INDIRECTLY TO THIS ASSIGNMENT, OR ANY ACTS OR OMISSIONS OF ASSIGNEE IN CONNECTION THEREWITH.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the day and year first above written.

ATTEST:

ASSIGNOR:

Name:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated December 1, 1991 and Known as Trust No. 114854-06

By:

Name:

  
Gregory S. Kasprzyk

Title:

Assistant Vice President

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## Joinder By Beneficiary

In connection with the foregoing Assignment of Leases and Rents ("Assignment"), the undersigned, TB LIMITED PARTNERSHIP, an Illinois limited partnership ("Beneficiary"), the sole beneficiary of and holder of the power of direction under that certain Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06 with American National Bank and Trust Company of Chicago, not personally, but solely as Trustee ("Assignor"), hereby executes and delivers this Joinder by Beneficiary for the purpose of making the following assignments, grants of security interests, transfers and conveyances, and making, undertaking and agreeing to the representations, warranties, agreements and covenants set forth hereinbelow. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Assignment.

NOW, THEREFORE, as an inducement for making the Loan evidenced by the Note and secured by the Mortgage, subject to the limitation of liability provision in Paragraph 7.30 of the Mortgage, Beneficiary hereby represents, warrants, covenants and agrees as follows.

1. Beneficiary hereby joins in and agrees to the unconditional transfer and assignment set forth in Paragraph 1 of the Assignment with the same force and effect as if such grant and assignment was fully set forth herein.

2. Beneficiary hereby covenants and agrees to be bound by, and to be deemed to have entered into and made, all of Assignor's agreements, obligations, representations, and covenants under the provisions of the Assignment with the same force and effect as if such agreements, obligations, representations, warranties and covenants were fully set forth herein as obligations of Beneficiary.

IN WITNESS WHEREOF, Beneficiary has executed this Joinder by Beneficiary as of this 24<sup>th</sup> day of September 1994.

TB LIMITED PARTNERSHIP, an Illinois limited partnership

By: \_\_\_\_\_

Name: \_\_\_\_\_

J. E. Shaffer

Title: General Partner

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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, MARIA L. CARTAGENA, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 27<sup>th</sup> day of September by Gregory S. Kasprzyk and \_\_\_\_\_, the Second Vice President and \_\_\_\_\_, respectively, of American National Bank and Trust Company of Chicago, a national banking association, Trustee under a Trust Agreement dated December 1, 1991, and known as Trust No. 114854-06, on behalf of said Trustee.

GIVEN under my hand and Notarial Seal this 27<sup>th</sup> day of September, 1994.

Maria L. Cartagena  
Notary Public

My Commission Expires:



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Property of Cook County Clerk's Office

2011-11-11



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STATE OF ILLINOIS     )  
                                  ) SS.  
COUNTY OF COOK     )

I, Carrie L. Gladney, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of October by John E. Shaffer, as a duly authorized signatory and general partner of TB Limited Partnership, an Illinois limited partnership, on behalf of said Partnership.

GIVEN under my hand and Notarial Seal this 3<sup>rd</sup> day of October, 1994.

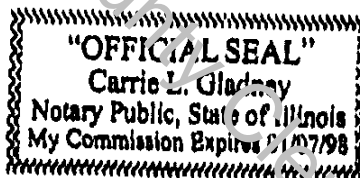
Carrie L. Gladney  
Notary Public

My Commission Expires:

01/07/98

WHEN RECORDED MAIL TO:

PREPARED BY:  
Sonnenschein Nath & Rosenthal  
8000 Sears Tower  
233 South Wacker Drive  
Chicago, Illinois 60606  
Attention: David A. Lapins, Esq.



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## EXHIBIT A

### (Property Description)

The real property located in the City of Broadview, County of Cook, State of Illinois, and described as follows:

LOTS 2, 8, AND 9, (EXCEPT THAT PART OF LOT 9 DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF LOT 7 OF SAID BROADVIEW VILLAGE SQUARE; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 7, 79.84 FEET FOR POINT OF BEGINNING; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST 10.08 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 7.33 FEET; THENCE NORTH 89 DEGREES 54 MINUTES 16 SECONDS WEST, 115.00 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 44 SECONDS WEST, 36.36 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 117.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 25.00 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 44 SECONDS WEST, 32.50 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 16 SECONDS EAST, 125.08 FEET TO A POINT ON THE WEST LIEN OF LOT 7 IN SAID BROADVIEW VILLAGE SQUARE; THENCE NORTH 00 DEGREES 05 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID LOT 7 IN BROADVIEW VILLAGE SQUARE, 167.67 FEET, TO THE POINT OF BEGINNING) AND LOTS 10, 11, AND 12 IN BROADVIEW VILLAGE SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 8, 1994 AS DOCUMENT NUMBER 94212972.

#### PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR PEDESTRIAN AND VEHICULAR ACCESS AS SET FORTH IN THE OPERATION AND EASEMENT AGREEMENT DATED JULY 20, 1993 AND RECORDED SEPTEMBER 2, 1993 AS DOCUMENT NUMBER 93703155 OVER AND ACROSS LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 AND 12 IN BROADVIEW VILLAGE SQUARE AFORESAID.

#### Permanent Tax Index Numbers:

15-22-400-001

15-22-400-004

# UNOFFICIAL COPY

15-22-411-001

**Address of Premises:**

Northwest corner of Cermak Road  
and 17th Street  
Broadview, Illinois

Property of Cook County Clerk's Office

94875741