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DEPT-01 RECORDING \$41.00  
T96666 TRAN 0519 11/10/94 16:14:00  
44261 LC # - 94-961106  
COOK COUNTY RECORDER

Prepared By, Recording Requested  
By And When Recorded Return to

William V. Smith, Esq.  
Jones, Day, Reavis & Pogue  
500 Grant Avenue, 31st Floor  
Pittsburgh, PA 15219

Box 15  
DKW

~~DEPT-01 RECORDING \$41.00  
T46666 TRAN 0518 11/10/94 16:00:00  
44247 LC # - 94-961106  
COOK COUNTY RECORDER~~

Assignment of Assignment of Leases, Rents and Profits

KNOW ALL MEN BY THESE PRESENTS, that WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation, successor-by-merger to Westinghouse Credit Corporation, a Delaware corporation, having an address at 11 Stanwix Street, Pittsburgh, Pennsylvania 15222 ("Assignor") for good and valuable consideration paid by LW-SP2, L.P., a Delaware limited partnership having an office and a tax-mailing address at 1201 Elm Street, Suite 5400, Dallas, Texas, 75270 ("Assignee"), receipt whereof is hereby acknowledged, hereby sells, assigns and transfers unto Assignee, without recourse, all of Assignor's right, title and interest in and to that certain Assignment of Leases, Rents and Profits more particularly described on Exhibit A, attached hereto and made a part hereof by this reference (the "AOL"), encumbering certain real property which is identified therein and is described on Exhibit B, attached hereto and made a part hereof by this reference, which relates to that certain promissory note, dated November 17, 1981 executed and delivered by E&H Properties, Inc., in the original principal amount of One Million Four Hundred Seventy-Nine Thousand One Hundred Thirty and No/100 Dollars (\$1,479,130.00) as amended and assigned.

TO HAVE AND TO HOLD the AOL unto Assignee, its successors and assigns, forever.

THIS ASSIGNMENT is a valid and complete assignment, made without recourse to Assignor, of the AOL, and all rights and benefits thereunder.

Prop Address: 3231 Chicago Rd., Stager, IL  
PIN: 32-33-325-036

H. P.

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment of Assignment of Leases, Rents and Profits as of the 18 day of May, 1993.

Signed and acknowledged in the presence of:

WESTINGHOUSE ELECTRIC CORPORATION, a Pennsylvania corporation

Rachel Rawson  
Name: Rachel Rawson  
Richard G. Galt  
Name: Richard G. Galt

By: [Signature]  
Name: William E. Stou, Jr.  
Title: Vice President and Assistant Secretary  
By: [Signature]  
Name: David A. Bronkowiecki  
Title: Assistant Secretary

(affix corporate seal)

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STATE OF PENNSYLVANIA )

COUNTY OF ALLEGHENY )

Know all men by these presents that before me, the below-named Notary Public in and for the State and County named above duly commissioned to take acknowledgments, there personally appeared William F. Slon, Jr., David A. Binkoniacki, and Vice President and Assistant Secretary Assistant Secretary, personally known to me to be persons named in and who signed the legal instrument to which this acknowledgment is attached and which was produced to me in the State and County aforesaid, and being by me first duly sworn did depose and say to me that they are the Vice President and Assistant Secretary

and Assistant Secretary respectively, of Westinghouse Electric Corporation, a corporation named as the Assignor in the aforementioned legal instrument; that they know the seal of such corporation; that the seal imprinted on the legal instrument to which this acknowledgment is attached is an imprint of the true corporate seal of said corporation; that after being duly informed of the contents and import of such legal instrument they signed and caused the seal of such corporation to be imprinted on such legal instrument as the officers of such corporation indicated above; that they had signed and sealed the same in the name of and on behalf of such corporation by the authority, order and resolution of its Board of Directors; that they had signed their names thereto on behalf of said corporation by like order; that the execution of said legal instrument was their free and voluntary act and deed and the free and voluntary act and deed of said corporation for the consideration, purposes and uses set forth in such legal instrument to the other parties thereto as such; and that on behalf of said corporation they had received a true copy of such legal instrument without charge.

IN WITNESS WHEREOF, I have signed and imprinted my official notarial seal on this acknowledgment in the State and County named above on the 12th day of May, 1993.

[Notarial Seal]

Carol A. Jones  
Notary Public

Commission Expiration:

Notary Seal  
Carol A. Jones, Notary Public  
Pittsburgh, Allegheny County  
My Commission Expires Nov. 11, 1998  
Member, Pennsylvania Association of Notaries

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This instrument prepared by: William K. Smith, Esq., Jones, Day, Reavis & Pogue, 500 Grant Street, 31st Floor, Pittsburgh, PA 15219.

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## Exhibit A

Collateral Assignment of Leases and Rents dated November 17, 1981, by and between E&H Properties, Inc., a Pennsylvania corporation, and Maisel & Associates of Michigan, a Michigan copartnership, recorded on November 25, 1981 as Document Number 26070561, Cook County, Illinois records, as the same may have been amended or modified, as assigned to Westinghouse Credit Corporation, as successor - mortgagee/assignee, by that certain Assignment of Collateral Assignment of Rents and Leases, dated March 28, 1984, by and between Maisel & Associates of Michigan Limited Partnership, a Michigan limited partnership (formerly Maisel & Associates of Michigan, a Michigan co-partnership), as assignor, and Westinghouse Credit Corporation, a Delaware corporation, as assignee, recorded on May 25, 1984 as Document Number 27101666, Cook County, Illinois records.

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EXHIBIT "B"

## PARCEL 1:

Lot B in the Steger Commercial Resubdivision, being a subdivision of part of the Southeast 1/4 of the Southeast 1/4 of Section 32 and the Southwest 1/4 of the Southwest 1/4 of Section 33 in Township 35 North, Range 14 East of the Third Principal Meridian, as recorded per Document No. 25,417,008, in Cook County, Illinois.

## PARCEL 2:

### NO. 3 CENTERLINE

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the storm water drainage facilities located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Three strips of land 10 feet in width in part of the Steger Commercial Resubdivision, aforesaid, lying 5 feet on each side of the following described centerline:

(i) Commencing at the Northwest corner of said subdivision; thence North 89 degrees 54 minutes 38 seconds East 51.97 feet along the North line of said subdivision; thence South 1 degree 01 minutes 24 seconds East 79.32 feet to the North end of a concrete pipe end section and to the point of beginning; thence South 1 degree 01 minutes 24 seconds East 22.74 feet to a point on a Northerly line of Lot B in said subdivision, said point being 42.86 feet East of the intersection of last said Northerly line and the Easterly right-of-way of Chicago Road (Illinois Route 1);

(ii) and a center line beginning at a point on the South line of said Lot B, said point being 132.04 feet West of the Southeast corner of said Lot B; thence South 14 degrees 14 minutes 22 seconds West 72.44 feet to a storm sewer inlet; thence South 89 degrees 12 minutes 57 seconds West 152.00 feet to a storm sewer inlet; thence North 83 degrees 10 minutes 53 seconds West 98.39 feet to a storm sewer manhole; thence North 1 degree 01 minutes 24 seconds West 55.82 feet to a point on the South line of said Lot B, said point being 15.80 feet East of the Southwest corner of said Lot B;

(iii) and also a centerline beginning at a point on the South line of said Lot B, said point being 205.04 feet West of the Southeast corner of said Lot B; thence South 5 degrees 04 minutes 27 seconds East 69.85 feet to a storm sewer inlet.

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## PARCEL 3:

### NO. 4 CENTERLINE

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the storm water drainage facilities located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

A strip of land 30 feet in width in part of the Steger Commercial Resubdivision, aforesaid, lying Northerly of and adjacent to a portion of the Northerly lines of Lot B in said subdivision and lying 15 feet on each side of the following described centerline:

Beginning at a point on the Westerly line of Lot A in said subdivision, said point being 15.07 feet Northerly of the Southwest corner of said Lot A; thence North 88 degrees 58 minutes 36 seconds East 174.20 feet; thence North 43 degrees 58 minutes 36 seconds East 14.85 feet; thence North 88 degrees 58 minutes 36 seconds East 222.21 feet to a point on the East line of said Lot A, said point being 15.00 feet North of the Southeast corner of said Lot A

## PARCEL 4:

### NO. 5 CENTERLINE

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the parking lot light and service thereto located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

The East 10 feet of Lot A in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 5:

### NO. 6 CENTERLINE

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the sanitary sewer facilities located in said easement (which facilities connect to the main sanitary trunk on 32nd Street), as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and

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1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

A strip of land 10 feet in width in part of the Steger Commercial Resubdivision, aforesaid, lying 5 feet on each side of the following described centerline:

Beginning at a point on the North line of said subdivision, said point being 75.56 feet East of the Northwest corner of said subdivision; thence South 32 degrees 18 minutes 35 seconds East 118.96 feet to a point on the South line of Lot A in said subdivision, said point being 127.24 feet East of the Southwest corner of Lot A in said subdivision.

## PARCEL 6:

### NO. 3 BOUNDARY LINE D-IN

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the sign for the front drive entrance from Chicago Road, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Part of the Steger Commercial Resubdivision, aforesaid, described as commencing at the Southwest corner of Lot B in said Subdivision; thence South 6 degrees 37 minutes 47 seconds East 42 feet along the Westerly line of Lot C in said subdivision to the point of beginning; thence continuing along the last described course 10 feet; thence North 83 degrees 22 minutes 13 seconds East 10 feet; thence North 6 degrees 37 minutes 47 seconds West 10 feet; thence South 83 degrees 22 minutes 13 seconds West 10 feet to the point of beginning.

## PARCEL 7:

### NO. 1 BOUNDARY LINE

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the pylon and signage located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Part of the Steger Commercial Resubdivision, aforesaid, described as beginning at the Southwest corner of Lot B in said subdivision; thence

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South 6 degrees 37 minutes 47 seconds East 62 feet along the Westerly line of Lot C in said subdivision; thence North 83 degrees 22 minutes 13 seconds East 40 feet; thence North 6 degrees 37 minutes 47 seconds West 20 feet; thence South 83 degrees 22 minutes 13 seconds West 30.00 feet; thence North 6 degrees 37 minutes 47 seconds West 41.02 feet to the South line of said Lot B; thence South 88 degrees 58 minutes 36 seconds West 10.05 feet along said South line to the point of beginning.

## PARCEL 8:

### NO. 2 BOUNDARY LINE - NORTH

Easement for the benefit of Parcel 1, aforesaid, for the purpose of permitting the tenants and occupants of Parcel 1 to use the easement area for the purpose of generating retail sales, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Part of the Steger Commercial Resubdivision, aforesaid, described as commencing at the Northwest corner of Lot C in said subdivision; thence North 88 degrees 58 minutes 36 seconds East 99.38 feet along the North line of said Lot C; thence South 1 degree 01 minutes 24 seconds East 30.00 feet to the point of beginning; thence continuing South 1 degree 01 minutes 24 seconds East 90.00 feet; thence North 88 degrees 58 minutes 36 seconds East 92.00 feet; thence North 1 degrees 01 minutes 24 seconds West 90.00 feet; thence South 88 degrees 58 minutes 36 seconds West 92.00 feet to the point of beginning.

## PARCEL 9:

### NO. 3 BOUNDARY LINE B - OUT

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the out sign for the South parking lot entrance on Chicago Road located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Part of the Steger Commercial Resubdivision, aforesaid, described as beginning at a point on the Westerly line of Lot C in said subdivision, said point being 30.14 feet Northerly of the Southwest corner of said Lot C; thence North 88 degrees 58 minutes 36 seconds East 10 feet; thence North 6 degrees 37 minutes 47 seconds West 10 feet; thence South 88 degrees 58 minutes 36 seconds West 10 feet to the said Westerly line;

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thence South 6 degrees 37 minutes 47 seconds East 10 feet along said Westerly line to the point of beginning.

## PARCEL 10:

### NO. 3 BOUNDARY LINE A - IN

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the sign facilities located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

The East 10 feet of the North 10 feet of Lot A in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 11:

### NO. 3 BOUNDARY LINE B - IN

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the sign facilities for the South parking lot entrance on Chicago Road located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Part of the Steger Commercial Resubdivision, aforesaid, described as beginning at the Northwest corner of Lot D in said subdivision; thence North 88 degrees 58 minutes 36 seconds East 10 feet along the North line of said Lot D; thence South 6 degrees 37 minutes 47 seconds East 10 feet; thence South 88 degrees 58 minutes 36 seconds West 10 feet to the Westerly line of said Lot D; thence North 6 degrees 37 minutes 47 seconds West 10 feet along said Westerly line to the point of beginning.

## PARCEL 12:

### NO. 3 BOUNDARY LINE C - OUT

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the existing out sign for the 34th Street entrance located

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in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

The West 10 feet of the East 44 feet of the South 10 feet of Lot D in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 13:

### NO. 3 BOUNDARY LINE C - IN

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the sign for the 34th Street entrance located in said easement, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

The West 10 feet of the East 14 feet of the South 10 feet of Lot D in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 14:

### RETENTION POND

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the improvements now located on said easement area and for the retention of storm water, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Lot A in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 15:

### PARKING LOT

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing parking facilities located on said easement area, as set forth in the Agreement made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trusts No. 1073800 and 1073550

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and Maisel and Associates of Michigan recorded November 3, 1981 as Document 26046715 over and across the following:

Lot C in the Steger Commercial Resubdivision, aforesaid.

## PARCEL 16:

### EASEMENT LOT C

Easement for the benefit of Parcel 1, aforesaid, for the purpose of utilizing the parking facilities and to permit ingress and egress through aisles and ingress and egress points, as set forth in the Agreement (Section 5.01) made by and between The Village of Steger, Chicago Title and Trust Company as Trustee under Trust Nos. 1073800 and 1073550 and Maisel and Associates of Michigan recorded November 3, 1981 as Document No. 26046715 over and across the following:

Lot C in the Steger Commercial Resubdivision, aforesaid.

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