

STATES: Illinois
SITES: 44-46

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94004173

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Both Dies

REC DEPT-01 RECORDING \$41.00
T42222 TRAN 3402 01/03/94 16:03:00
#4202 * -94-004173
COOK COUNTY RECORDER

THIS INSTRUMENT WAS PREPARED BY,
DRAWN BY, RECORDING REQUESTED
BY AND ~~WHEN RECORDED MAIL TO:~~

RETURN TO:
REPUBLIC TITLE OF TEXAS, INC.
300 CRESCENT COURT, SUITE 100
DALLAS, TEXAS 75201
Ann Garza

White & Case
1155 Avenue of the Americas
New York, New York 10036
Attention: Steven M. Garten, Esq.

Box 15
D
D
TT # 304089

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REC DEPT-01 RECORDING \$41.00
T42222 TRAN 3402 01/03/94 16:03:00
#4202 * -94-004173
COOK COUNTY RECORDER

ASSIGNMENT (OF MORTGAGES)

In consideration of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned SECURITY PACIFIC BUSINESS CREDIT INC., a Delaware corporation having an office at 140 East 45th Street, New York, New York 10017, as Agent for itself and Midatlantic National Bank, NatWest USA Credit Corp. and Girozentrale Und Bank Der Oesterreichischen Sparkassen AG (referred to individually and collectively herein as "Assignor") (index as Grantor), hereby grants, sells, assigns, transfers and conveys, without representation, warranty or recourse of any kind, to BANKERS TRUST COMPANY, a New York State banking corporation, having an office at 130 Liberty Street, New York, New York 10006, as Collateral Agent for the benefit of the Banks (as hereinafter defined) (the "Assignee") (index as Grantee), all of the Assignor's right, title and interest in, to and under each of the documents described in Exhibit B hereto (collectively, the "Recorded Documents"), which documents create various liens encumbering the properties described in Exhibit A hereto.

Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in that certain Amended and Restated Credit Agreement, dated as of December 30, 1993, among Greyhound Lines, Inc. ("GLI"), the lending institutions listed from time to time on Schedule I thereto (collectively the "Banks") and Bankers Trust

41.00
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Company, as agent for the Banks (in such capacity, the "Agent"), (as used herein, the term "Amended and Restated Credit Agreement" means the Amended and Restated Credit Agreement described above, as the same may be amended, modified, extended, renewed, replaced, restated, supplemented, restructured or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers thereunder that are Subsidiaries of GLI and whose obligations are guaranteed by GLI thereunder or any increase in the amount borrowed) all or any portion of the Indebtedness under such agreement or any successor agreements; provided that with respect to any agreement providing for the refinancing of Indebtedness under the Amended and Restated Credit Agreement, such agreement shall only be treated as, or as part of, the Amended and Restated Credit Agreement hereunder if (i) either (A) all obligations under the Amended and Restated Credit Agreement being refinanced shall be paid in full at the time of such refinancing, and all commitments and letters of credit issued pursuant to the refinanced Amended and Restated Credit Agreement shall have terminated in accordance with their terms or (B) the Required Banks shall have consented in writing to the refinancing Indebtedness being treated, along with their Indebtedness, as Indebtedness pursuant to the Amended and Restated Credit Agreement, (ii) the refinancing Indebtedness shall be permitted to be incurred under the Amended and Restated Credit Agreement being refinanced (if such Amended and Restated Credit Agreement is to remain outstanding) and (iii) a notice to the effect that the refinancing Indebtedness shall be treated as issued under the Amended and Restated Credit Agreement shall be delivered by GLI to the Collateral Agent).

This Assignment is made pursuant to that certain Assignment of Notes, Liens and Loan Documents, dated December 30, 1993, between the Assignor and the Assignee.

Assignee acknowledges the assumption by Assignee of the obligations of Assignor under the Recorded Documents.

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IN WITNESS WHEREOF, the Assignor and the Assignee have sealed, executed and delivered this Assignment as of the 30th day of December, 1993.

ASSIGNOR:

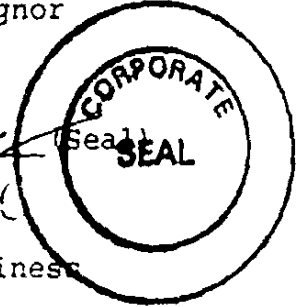
As to Security Pacific, Business Credit Inc. signed, sealed and delivered in the presence of:

Gregory E. Ostling
Print Name: Gregory E. Ostling

Mary P. Beeson
Print Name: Mary P. Beeson

SECURITY PACIFIC BUSINESS CREDIT INC., as Assignor

By Alan F. Indeguy (Seal)
Name: Alan F. Indeguy
Title: Vice President



Security Pacific Business Credit Inc.
140 East 45th Street
New York, New York 10017

ASSIGNEE:

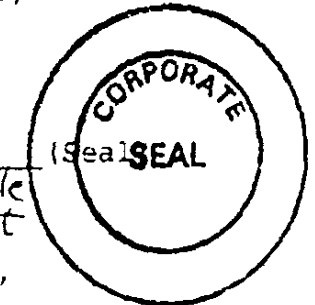
As to Banker Trust, Company, signed, sealed and delivered in the presence of:

Gregory E. Ostling
Print Name: Gregory E. Ostling

Mary P. Beeson
Print Name: Mary P. Beeson

BANKERS TRUST COMPANY, as Collateral Agent, as Assignee

By Mary Kay Coyle (Seal)
Name: Mary Kay Coyle
Title: Vice President



Bankers Trust Company
130 Liberty Street
New York, New York 10006

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ACKNOWLEDGEMENT

[Illinois]

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

I, Teri L. Glaser, a Notary Public in and for the County and State aforesaid, do hereby certify that Mary Kay Coyle, the Vice President of Bankers Trust Company (the "Corporation"), an officer of the Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer of the Corporation, appeared before me in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of the Corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of December, 1993.

Teri L. Glaser
Notary Public

My commission expires on

[SEAL]

TERI L. GLASER
Notary Public, State of New York
No. 52-5018231
Qualified in Suffolk County
Commission Expires Sept. 20, 1995

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EXHIBIT A
Site 44
Cook Co, IL

EXHIBIT "A"

(Land)

SITE NO. 44

PARCEL 1:

The North West half of Lot 11 in Block 81 in Elston's Addition to Chicago, in Sections 4 and 5, Township 39 North, Range 14, East of the Third Principal Meridian, being that part of Lot 11 aforesaid, lying North of a line described as follows:

Beginning on the Easterly line of said Lot 11, at a point equi-distance from the North East corner and the South East corner of the East half of said Lot, running thence due West through the Center of said Lot 11, and parallel with the South line of the East half thereof, to a point 88 feet, 11 3/4 inches directly West from the East line, running thence from said mentioned point South Westerly through the center of the South Westerly half of said Lot 11, and parallel with the South Easterly line of the South Westerly half to a point in the South Westerly line of said Lot midway between and equi-distance from the South Westerly corner of the South Westerly half of Lot 11 and the North Westerly corner of said South Westerly half of said Lot 11, in Cook County, Illinois.

PARCEL 2:

All that portion of Lot 11 in Block 81 in Elston's Addition to Chicago lying South of a line running through the center of said Lot, said line being more particularly located and designated as follows:

Starting on the Easterly line of said Lot 11 at a point equal distant from the North East corner and the South East corner of the East half of said Lot running thence West through the center of said Lot 11 and parallel with the South line of the East half thereof to a point 88 feet 11 3/4 inches directly West from said East line running thence from said mentioned point South Westerly through the center of the South Westerly half of said Lot 11 and parallel with the South Easterly line of said South Westerly half to a point in the South Westerly line of said Lot midway between and equal distant from the South Easterly corner of the South Westerly half of said Lot 11 and the North Westerly corner of the said South Westerly half of said Lot 11 of Section 5, Township 39 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

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EXHIBIT A 31
Site 44
Cook Co, IL

PARCEL 3:

Lots 12 and 13 in Block 81 in Elstons Addition to Chicago in the South East Quarter of Section 5, Township 39 North, Range 14 East of the Third Principal Meridian in Cook County, Illinois.

PERMANENT TAX NUMBERS: 17-05-410-004 VOLUME: 500
 17-05-410-006
 17-05-410-005
 17-05-410-007
 17-05-410-008

PROPERTY ADDRESS: 521 N. Branch Street, Chicago, Illinois

Property of Cook County Clerk's Office

17-05-410-008

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45

EXHIBIT A
Site 45
Cook Co, IL

EXHIBIT "A"

(Land)

SITE NO. 45

PARCEL 1:

Lots 7 and 8 (except the North 26 feet of said lots) Lots 11 to 14 both inclusive, 17, 18, 19 and the North 1/2 of Lot 20 and all of Lot 24 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 2:

Lots 1 to 4 both inclusive in Berdel and Maurer's Subdivision of Lot 23 and the South 1/2 of Lot 20 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 3:

Lot 9 (except the North 26 feet thereof) Lots 10, 15 and 16 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

Lots 1 to 5 in Assessor's Division of Lots 21 and 22 in Blanchard's Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL 4:

All that part of vacated South Law Avenue lying West of and adjoining the West line of Lots 8, 11, 14, 17 and 20 in Subdivision of Block 30 in School Section Addition to Chicago in Section 16, Township 39 North, Range 14 East of the Third Principal Meridian lying West of and adjoining the West line of Lot 4 in Berdel and Maurer's Subdivision of Lot 23 and the South 1/2 of Lot 20 in Block 30 in said School Section Addition lying East of and adjoining the East line of Lots 9, 10, 15 and 16 in Subdivision of Block 30 in School Addition to Chicago aforementioned, lying East of and adjoining the East line of Lot 5 in Assessor's Division of Lots 21 and 22 in Block 30 in School Section Addition to Chicago aforementioned, and lying South

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EXHIBIT A
Site 45
Cook Co, IL

of and adjoining a line drawn from a point on the West line of said Lot 8 which is 26 feet South of the North West corner thereof to a point on the East line of said Lot 9 which is 26 feet South of the North East corner thereof, in Subdivision of Block 30 in School Section Addition to Chicago aforementioned all in Cook County, Illinois.

Permanent Tax Numbers: 17-16-125-005 Volume: 591
17-16-126-012

PROPERTY ADDRESS: 901 N. Halsted, Chicago, Illinois

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EXHIBIT A Page
Site 46
Cook Co, IL

EXHIBIT "A"

(Land)

SITE NO. 46

Lots 12, 13, 14, 15, 16, 17, 18 and 19 in Block 97, all of Block 98, and that part of vacated North Branch Water Street lying between Block 97 and 98, all in Elston's Addition to Chicago in the South West Quarter of Section 4, Township 39 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Tax Numbers: 17-04-315-007 Volume: 498
17-04-315-008
17-04-328-006

Property Address: 630 W. Harrison Street, Chicago, Illinois

Property of Cook County Clerk's Office

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EXHIBIT B

Chicago, Cook County, Illinois [Site Nos. 44, 45, 46]

- a. MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING recorded April 14, 1989, Document 89166360, Recorder of Deeds, Cook County, Illinois.
- b. AMENDED AND RESTATED MORTGAGE, SECURITY AGREEMENT, FINANCING STATEMENT, ASSIGNMENT OF LEASES AND RENTS AND FIXTURE FILING, recorded November 12, 1991, Document 91593504, Recorder of Deeds, Cook County, Illinois.

Property of Cook County Clerk's Office

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