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AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES ("Restated Assignment") is executed the 28th day of January, 1994 ("Execution Date"), by and between MKDG/BUCK 123 LIMITED PARTNERSHIP, a Delaware limited partnership ("Beneficiary") and LASALLE NATIONAL TRUST, N.A. (as successor trustee to LaSalle National Bank), not personally but as Trustee under a Trust Agreement dated November 21, 1986, and known as Trust No. 111774 ("Trustee") (Beneficiary and Trustee are hereinafter collectively referred to as the "Assignor"), and CITICORP REAL ESTATE, INC., a Delaware corporation, individually and as agent for one or more co-lenders (hereinafter called the "Lender" or the "Assignee").

Recitals

A. Trustee and MKDG/Buck 123 Partnership, an Illinois general partnership ("Original Beneficiary") requested, and Lender made, a loan in the maximum aggregate principal amount of One Hundred Twenty Two Million Dollars (\$122,000,000) (the "Loan"), pursuant to the terms of a certain Loan Agreement dated December 8, 1988, as amended by that certain Amendment to Loan Documents (the "First Amendment") dated April 26, 1989 by and between Trustee, Original Beneficiary, Lender and The First National Bank of Chicago, a national banking association ("First Chicago") (collectively, the "Original Loan Agreement"). The Loan was made to finance Trustee's and Original Beneficiary's construction and operation of a 29-story Class-A office building in Chicago, Illinois, commonly known as the AMA Building, located on the land legally described in Exhibit A attached hereto and made a part hereof. All initially capitalized terms not expressly defined herein shall have the meaning assigned to such terms in the Loan Agreement, as defined herein.

B. The Loan is evidenced by a certain Note dated December 8, 1988 from Trustee payable to the order of Lender and First Chicago in the principal amount of One Hundred Twenty-Two Million Dollars (\$122,000,000), as such note was amended by the First Amendment (collectively, the "Original Note"). The Original Note is secured by, among other things, (i) that certain Mortgage, Security Agreement and Assignment of Rents and Leases dated December 8, 1988 and recorded as Document No. 88-574693 in the office of the Recorder of Deeds of Cook County, Illinois, executed by Trustee and Original Beneficiary in favor of Lender and First Chicago (the "Original Mortgage"), (ii) that certain Assignment of Rents and Leases dated December 8, 1988 and recorded as Document No. 88-574694 in the office of the Recorder of Deeds of Cook County, Illinois, executed by Trustee and Original Beneficiary in favor of Lender and First Chicago (the "Original Assignment"), and (iii) certain other Loan Documents, all as amended by the First Amendment.

C. Lender has succeeded to all of First Chicago's rights, title and interests in the Loan and the Original Assignment, pursuant to that certain Assignment of Mortgage and Assignment of Rent and Leases dated as of September 30, 1993, and recorded January 25, 1993, as Document No. 94077380 with the Recorder of Deeds of Cook County, Illinois and is the sole agent for the Participants in the Loan.

D. Beneficiary has reorganized itself into a Delaware limited partnership whose sole general partner is MKDG Co. (f/k/a Miller-Klutznick-Davis-Gray Co.), a Colorado general partnership, and prior to execution of this Second Amendment Beneficiary has entered into agreements whereby Beneficiary (i) has succeeded to

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all of the assets, properties, and interests of Original Beneficiary of every kind and nature whatsoever, including Original Beneficiary's rights, title and interests in and to the Project, including but not limited to all rights to collect and receive the Rents, and (ii) has assumed all of Original Beneficiary's obligations and liabilities including the Loan and the Loan Documents, including but not limited to the Original Beneficiary's obligations under all Leases.

E. The Loan matured on December 31, 1993. Assignor has requested that the Lender amend the Loan Documents to extend the maturity of the Loan from December 31, 1993 to February 1, 1997, subject to certain further extension rights, and make certain other modifications to the Loan, and Lender is willing to do so subject to certain conditions and requirements, as more particularly set forth in that certain Second Amendment to Loan Agreement, Mortgage and Other Loan Documents (the "Second Amendment") (the Original Loan Agreement and Second Amendment are collectively referred to herein as the "Loan Agreement"). Among such conditions and requirements is that Assignor execute and deliver this Restated Assignment. Accordingly, Assignor is entering into this Restated Assignment in order that certain of the terms, conditions, covenants, and provisions of the Original Assignment and the additional terms, conditions, covenants, and provisions to which Assignor is agreeing in connection with the extension of the maturity of the Loan, may be set forth in a single document. It is intended that from and after the Execution Date, the terms, conditions, covenants, and provisions of this Restated Assignment shall govern the subject matter hereof; however, this Restated Assignment does not represent a new assignment but rather supplements the Original Assignment, which is being made on, and shall hereafter be governed by, the terms, conditions, covenants, and provisions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. The foregoing Recitals are hereby incorporated into this Restated Assignment.

2. Assignor hereby grants, transfers and assigns to Assignee all of its rights, title and interest in (i) any and all leases described in the schedule set forth on Exhibit B attached hereto and made a part hereof between Assignor (or its predecessors), as lessor, and the tenants named in said schedule, as lessees, demising and leasing all or portions of the Premises, (ii) all other leases and other agreements for the occupancy of all or any portion of the Premises, whether currently in effect or executed by Assignor after the Execution Date (all such present and future leases and other agreements, together with all modifications, extensions and renewals thereof, are collectively referred to herein as the "Leases"), (iii) all rents and other sums payable by the lessees under the Leases (the "Lessees"), and (iv) all benefits and advantages to be derived from any and all of the Leases and all rights against guarantors, if any, of the obligations of the Lessees, to hold and receive all of the foregoing unto the Assignee, its successors and assigns.

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This Restated Assignment is given for the purpose of assuring (i) the payment of all sums now or at any time hereafter due Assignee under the Note and/or the other Loan Documents, and (ii) the performance and discharge of the obligations, covenants, conditions, and agreements of Assignor contained herein and in the Loan Documents. This Restated Assignment is and shall be primary and on a parity with the real estate conveyed by the Mortgage and not secondary. All amounts collected hereunder, after deducting the expenses of operation of the Premises and after deducting the expenses of collection, shall be applied on account of the indebtedness secured by the Loan Documents, or in such other manner as may be provided for in the Loan Documents. Nothing herein contained shall be construed as constituting Assignee a trustee or mortgagee in possession.

3. Assignor does hereby empower Assignee, its agents or attorneys, to collect, sue for, settle, compromise and give acquittances for all of the rents that may become due under the Leases and avail itself of and pursue all remedies for the enforcement of the Leases and Assignor's rights in and under the Leases as Assignor might have pursued but for this Restated Assignment.

4. The Assignor represents and warrants that as of the Execution Date, the Leases are in full force and effect; that Assignor has not heretofore assigned or pledged the same or any interest therein, and to Assignor's knowledge no default exists on the part of any of the Lessees (other than as disclosed on Exhibit B hereto), or the Assignor, as Lessor, in the performance on the part of either, of the terms, covenants, provisions or agreements in the Leases contained; and Assignor knows of no condition which with the giving of notice or the passage of time or both would constitute a default on the part of any of the Lessees or Assignor; that no rent has been paid by any Lessee for more than one installment in advance, and that the payment of none of the rents to accrue under the Leases has been or will be waived, released, reduced, discounted or otherwise discharged or compromised by the Assignor; that no security deposit has been made by any Lessee under the Leases except as shown on Exhibit B.

5. The Assignor agrees:

(a) that the Leases shall remain in full force and effect irrespective of any merger of the interest of the Lessor and Lessee thereunder;

(b) the Assignor shall furnish loss of rents insurance to the Assignee covering a period of twelve months, the policies to be in amount and form and written by such insurance companies as shall be satisfactory to the Assignee;

(c) except as may be permitted pursuant to the terms of the Loan Agreement, not to terminate, modify or amend any of the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of the Assignee, and that any attempted termination, modification or amendment of any of the Leases without such written consent shall be null and void;

(d) not to collect any of the rent, income and profits arising or accruing under any of the Leases in advance of the

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time when the same become due under the terms thereof, except as permitted by the Mortgage;

(e) not to discount, waive, or release any future accruing rents;

(f) not to execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder;

(g) to perform all of Assignor's covenants and agreements as Lessor under the Leases and not to suffer or permit to occur any release of liability of any of the Lessees, or any right to the Lessees to withhold payment of rent; and to give prompt notices to the Assignee of any notice of default on the part of Assignor with respect to the Leases received from the Lessees thereunder, and to furnish Assignee with complete copies of said notices;

(h) if so requested by the Assignee, to enforce the Leases and all remedies available to the Assignor against the Lessees, in case of default under any of the Leases by any of the Lessees;

(i) that none of the rights or remedies of the Assignee under the Mortgage shall be delayed or in any way prejudiced by this Restated Assignment;

(j) that notwithstanding any variation of the terms of the Mortgage or any extension of time for payment thereunder or any release of part or parts of the lands conveyed thereunder, the Leases and benefits hereby assigned shall continue as additional security in accordance with the terms hereof until the indebtedness secured hereby is repaid in full;

(k) not to alter, modify or change the terms of any guarantees of any of the Leases or cancel or terminate such guarantees without the prior written consent of the Assignee;

(l) not to consent to any assignments of any of the Leases, or any subletting thereunder, except in accordance with their respective terms, without the prior written consent of the Assignee; and

(m) not to request, consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Premises.

6. Upon issuance of a deed or deeds pursuant to foreclosure of the Mortgage, all right, title and interest of Assignor in and to the Leases shall, by virtue of this instrument, thereupon vest in and become the absolute property of the grantee or grantees in such deed or deeds without any further act or assignment by Assignor. Assignor hereby irrevocably appoints Assignee and its successors and assigns, as its agent and attorney in fact, to execute all instruments of assignment for further assurance in favor of such grantee or grantees in such deed or deeds, as may be necessary or desirable for such purpose.

7. In the exercise of the powers herein granted to Assignee, no liability shall be asserted or enforced against Assignee, all such liability being hereby expressly waived and released by Assignor. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under any of the Leases, or

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under or by reason of this Restated Assignment, and Assignor shall and does hereby agree to indemnify, defend and hold Assignee, and its officers, directors, employees and agents, free and harmless of and from any and all liability, loss or damage which Assignee may incur under any of the Leases or under or by reason of this Restated Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases. Should Assignee incur any such liability, expense, cost, loss or damage (1) under any of the Leases (for which it is to be indemnified as aforesaid), or (2) by reason of the exercise of Assignee's rights under this Restated Assignment, or (3) in the defense of any such claims or demands, the amount thereof, including costs, expenses and attorneys' fees and expenses, shall be secured hereby and by all of the Loan Documents (whether or not such amount, when aggregated with other sums secured by the Loan Documents, exceeds the face amount of the Note) and shall (a) be due and payable immediately upon demand by Assignee, and (b) bear interest at the Default Rate set forth in the Note.

8. The occurrence of any of the following shall constitute an Event of Default hereunder:

- (1) A default by Assignor in the observance or performance of any obligation, covenant, condition or agreement hereof, which default shall continue after written notice to Assignor for the period (if any) permitted for the cure of a default of such nature under the provisions of Section 16.1 of the Loan Agreement (except as otherwise set forth below in this paragraph 8);
- (2) Any representation or warranty made by Assignor herein which is not true and correct in any material respect as of the Execution Date;
- (3) Assignor shall execute any other assignments of any of the Leases or any interest therein or any of the rents thereunder to any person other than Lender;
- (4) except as may be permitted pursuant to the terms of the Loan Agreement, Assignor shall terminate, modify or amend any of the Leases or any of the terms thereof, or grant any concessions in connection therewith, either orally or in writing, or to accept a surrender thereof, without the prior written consent of the Assignee as provided herein;
- (5) Assignor shall discount, waive, or release any future accruing rents without the prior written consent of the Assignee;
- (6) Assignor shall consent to, agree to or accept a subordination of any of the Leases to any mortgage or other encumbrance now or hereafter affecting the Premises; and
- (7) An Event of Default.

9. Although it is the intention of the parties that this instrument shall be an absolute, unconditional and presently

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effective assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Assignor shall have a license to collect and receive all rents and other amounts due under the Leases (and Assignee shall not exercise any of the rights or powers herein conferred upon it under this Restated Assignment) until the occurrence of an Event of Default, but upon the occurrence of an Event of Default, Assignee shall be entitled to all rents and other amounts then due under the Leases and thereafter accruing without the institution of legal proceedings of any kind whatsoever, and this Restated Assignment shall constitute a direction to and full authority to the Lessees to pay all such amounts to Assignee upon notice to the Lessees from Assignee. Each of the Lessees, upon written notice from Assignee, shall be and is hereby authorized by Assignor to pay to Assignee any rental or other sums which may be or thereafter become due under the Leases, or any of them, and to perform each of such Lessee's undertakings under the Leases without any obligation to determine whether or not such an Event of Default has in fact occurred. The requirement for notice to the Lessees is intended solely for the benefit of such Lessees and not Assignor or any person claiming through or under Assignor and all payments made to Assignor by the Lessees after an Event of Default, whether before or after notice to the Lessees that an Event of Default has occurred, shall be held in trust by Assignor for the benefit of Assignee.

10. Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Restated Assignment, including any amounts received in connection with any cancellation, modification, or amendment of any of the Leases prohibited by the terms of this Restated Assignment, and any amounts received by Assignor as rents, income, issues, or profits from the Premises from and after the date of any Event of Default, shall be held by Assignor as trustee for Assignee and all such amounts shall be accounted for to Assignee and shall not be commingled with other funds of the Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of Cook County, Illinois stating that Assignor has received or will receive such amounts in trust for Assignee.

11. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such lease will be made payable both to the Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to monthly debt service on the indebtedness in respect of which this Restated Assignment is given.

12. This Restated Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment

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of rents to secure said indebtedness contained in the Mortgage or in any other document.

13. This Restated Assignment shall include any extensions, modifications and renewals of the Leases, and any reference herein to the Leases shall be construed as including any such extensions, modifications and renewals.

14. This instrument shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. The words "Assignor," "Assignee" and "Lessee" wherever used herein, shall include the persons named herein and designated as such and their respective successors and assigns, and all words and phrases shall be taken to include the singular or plural and masculine, feminine or neuter gender, as may fit the case.

15. This Restated Assignment shall be assignable by Assignee to any assignee of Assignee under the Loan Agreement, and all representations, warranties, covenants, powers and rights herein contained shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective legal representatives, successors and assigns, including, in the case of Assignee, all holders, from time to time, of the Note.

16. Notwithstanding any contrary provision of this Restated Assignment, the Loan Agreement, the Loan Documents or any other certificate or document delivered hereunder or thereunder to the contrary, Lender agrees for itself, its successors and assigns, that in an Event of Default or in the event of default in the observance or performance of any other document executed and delivered by Assignor in conjunction with the Loan or any certificate executed and delivered by any person or entity in conjunction with the Loan, it may proceed against the Project, any other property which may subsequently be given as security for the Note, the partnership assets of Beneficiary (it being agreed that a deficit capital account of any partner [or any other funding obligation of any partner under Beneficiary's partnership agreement] or any individual assets of a partner shall not be deemed an asset or property of Beneficiary) and the Guarantors under the Guaranty, but no recourse shall be had against any of the partners in Beneficiary (or any partner or subpartner in a partner of Beneficiary) or any other person or entity (other than Beneficiary) for the payment of the principal of or interest or premium, if any, with respect to the Loan or for the payment, performance or the full satisfaction of any obligation or for any claim arising out of or in respect to the Loan, the Loan Documents or any instrument, certificate or documents delivered in connection with the Loan and no deficiency or any money claim or judgment may be asked for or obtained by Lender, its successors or assigns, against the partners in Beneficiary (or any partner or subpartner in a partner of Beneficiary) or any other person or entity (other than Beneficiary) executing any certificate, document or other instrument in connection with the Loan or any legal representative, heir, permitted successor or assign thereof, and that no judgment, order of execution entered in any suit, action or proceeding, whether legal or equitable, on any such claim shall be sought, obtained or enforced against any person for the purpose of obtaining satisfaction of payment of the obligation evidenced by the Note and any such right to seek, obtain or enforce any such claim, payment, order or execution against any such person is hereby expressly and irrevocably waived and renounced by Lender, for itself, its successors and assigns. The foregoing shall not limit the right of Lender, its successors and

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assigns, to name Beneficiary, any Guarantor or any legal representative, heir, permitted successor or assign of any of the foregoing as a party defendant in any action or suit in the foreclosure of the Mortgage or a judicial sale, or in the exercise of any other remedy under the Loan Documents, so long as no judgment, order, decree or other relief in the nature of a personal or deficiency judgment or otherwise establishing any personal obligation shall be asked for, taken or enforced against any person. Notwithstanding the foregoing, nothing in this paragraph shall be construed to constitute a waiver by Lender of any rights, if any, to damages, other monetary relief, injunctive relief or any other remedy at law or equity, by reason of fraud, knowing and willful false representations or warranties of Assignor contained in the Loan Agreement, willful tortious acts or omissions or criminal acts, or misappropriation or misapplication of Loan proceeds, rents, insurance proceeds or condemnation proceeds or the matters set forth in Section 15.4 of the Loan Agreement. Nothing contained in this paragraph shall be construed to constitute a waiver by Lender of any rights under any Guaranty.

17. This Restated Assignment is executed by LaSalle National Trust, N.A., not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and LaSalle National Trust, N.A. hereby represents and warrants that it possesses full power and authority to execute this instrument). All the terms, provisions, stipulations, covenants and conditions to be performed hereunder (whether or not the same are expressed in terms of covenants, promises or agreements), are undertaken by it solely as Trustee, as aforesaid, and not individually, and no personal liability shall be asserted to be enforceable against Borrower by reason of any of the terms, provisions, stipulations, covenants and conditions contained herein.

18. Notices required or desired to be given hereunder shall be given in the same manner as provided in, shall be sent to each party hereunder at its address for the receipt of notices set forth in, and shall be effective at the times provided in, the Loan Agreement.

19. Whenever possible, each provision of this Restated Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Restated Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Restated Assignment, it being the parties' intention that each and every provision of this Restated Assignment be enforced to the fullest extent permitted by applicable law.

20. This Restated Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Restated Assignment attached thereto.

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21. ASSIGNOR AND ASSIGNEE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS RESTATED ASSIGNMENT OR ANY OF THE OTHER LOAN DOCUMENTS, OR RELATING THERETO OR ARISING FROM THE BANKING RELATIONSHIP WHICH IS THE SUBJECT OF THE LOAN DOCUMENTS, AND ASSIGNOR AND ASSIGNEE AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

[Signatures are contained on the following page]

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IN WITNESS WHEREOF, this Restated Assignment has been duly executed pursuant to proper authority duly granted, as of the day and year first above written.

TRUSTEE:

LASALLE NATIONAL TRUST, N.A. (as successor trustee to LaSalle National Bank), not personally, but as Trustee as aforesaid

By: [Signature]
Its: SR. VICE PRESIDENT

BENEFICIARY:

MKDG/BUCK 123 LIMITED PARTNERSHIP, a Delaware limited partnership

By: MKDG Co. (f/k/a Miller-Klutznick-Davis-Gray Co.), a Colorado general partnership, its general partner

By: MD Co., a Colorado general partnership, its general partner

By: [Signature]
Marvin Davis, as trustee, of each of the general partners of MD Co.

LENDER:

CITICORP REAL ESTATE, INC., a Delaware corporation

By: [Signature]
Its Vice President

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JOINDER OF ORIGINAL BENEFICIARY

Original Beneficiary has reorganized itself into Beneficiary, has transferred its assets to Beneficiary, has dissolved and is winding up its affairs. The reorganization and transfer of Original Beneficiary's assets is subject to the approval of Lender, and as a condition for such approval, Original Beneficiary is executing this Joinder as part of the winding up of its affairs. Accordingly, the undersigned Original Beneficiary hereby joins in the execution of this Restated Assignment for the purpose of confirming and agreeing to be bound by the representations, warranties, agreements and acknowledgements of Borrower contained in this Restated Assignment, to the extent the same are or may be or become applicable to Original Beneficiary for any reason, subject to the limitations in Paragraph 16 (as the same would be applied to Original Beneficiary).

ORIGINAL BENEFICIARY:

MKDG/BUCK 123 PARTNERSHIP, an Illinois general partnership

By: MKDG Co. (f/k/a Miller-Klutznick-Davis-Gray Co.), a Colorado general partnership, its general partner

By: MKDG Co., a Colorado general partnership, its general partner

By: Marvin Davis, as trustee,
of each of the general partners of MD Co.

By: Buck 123 Limited Partnership, an Illinois limited partnership, its general partner

By: Buck 123 Company, an Illinois corporation, its general partner

By: [Signature]
Its: VICE PRESIDENT

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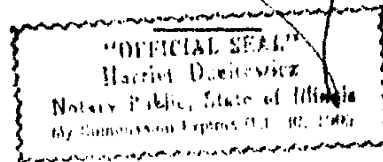
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

On the 12th day of January, 1994, before me came JOSEPH W. LARSEN, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did for himself depose and say that he is the CO. VICE PRESIDENT of LaSalle National Trust, N.A., the trustee of MDKG/Buck 123 Limited Partnership, a Delaware limited partnership and that he executed the foregoing instrument on behalf of said trust, and that he had authority to sign the same in that capacity, and he did duly acknowledge to me that he executed the same as the act and deed of said trust for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this 12th day of January, 1994.

Harriet D. Denczewicz

Notary Public



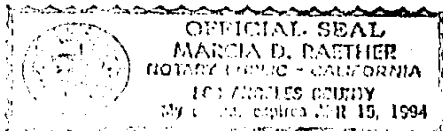
STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN DIEGO)

On the 12th day of January, 1994 before me came Marvin Davis to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did for himself depose and say that he is the trustee of each of the general partners of MD Co., a Colorado general partnership and general partner of MDKG Co., a Colorado general partnership (2/3rds a Miller-Klutznick-Davis-Gray Co.), acting as general partner of MDKG/Buck 123 Limited Partnership, a partnership named in the foregoing instrument, and that he executed the foregoing instrument on behalf of said partnership, and that he had the authority to sign the same in that capacity and he did duly acknowledge to me that he executed the same as the act and deed of said partnership for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this 12th day of January, 1994.

Marcia D. Raether

Notary Public



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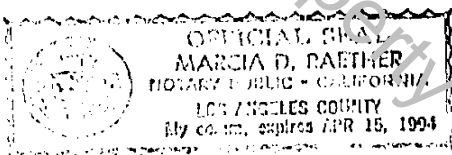
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STATE OF California)
COUNTY OF Los Angeles) SS.

On the 17th day of January, 1994 before me came James Davis, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he is a general partner of MD Co., a Colorado general partnership (f/k/a Miller-Klutznick-Davis-Gray Co.), acting as general partner of MKDG/Buck 123 Partnership, the Original Beneficiary named in the foregoing instrument, that he executed the foregoing instrument on behalf of said partnership, and that he had the authority to sign the same in that capacity, and he did duly acknowledge to me that he executed the same as the act and deed of said partnership for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this 17th day of January, 1994



[Signature]
Notary Public

STATE OF _____)
COUNTY OF _____) SS.

On the _____ day of January, 1994 before me came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he is the _____ of Buck 123 Company, an Illinois corporation, and the general partner of Buck 123 Limited Partnership, acting as general partner of MKDG/Buck 123 Partnership, the partnership named Original Beneficiary in the foregoing instrument, that he executed the foregoing instrument on behalf of said partnership and that he had the authority to sign the same in that capacity, and he did duly acknowledge to me that he executed the same as the act and deed of said partnership for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this _____ day of January, 1994.

Notary Public

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STATE OF _____)
COUNTY OF _____) SS.

On the ____ day of January, 1994 before me came _____, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he is a general partner of MD Co., a Colorado general partnership (f/k/a Miller-Klutznick-Davis-Gray Co.), acting as general partner of MKDG/Buck 123 Partnership, the Original Beneficiary named in the foregoing instrument, that he executed the foregoing instrument on behalf of said partnership, and that he had the authority to sign the same in that capacity, and he did duly acknowledge to me that he executed the same as the act and deed of said partnership for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this ____ day of January, 1994.

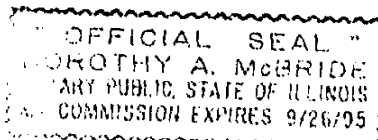
Notary Public

STATE OF IL)
COUNTY OF COOK) SS.

On the 19TH day of January, 1994 before me came JOHN O. DRAWELL, to me known and known to me to be the person who executed the above instrument, who being duly sworn by me, did depose and say that he is the VICE PRESIDENT of Buck 123 Company, an Illinois corporation and the general partner of Buck 123 Limited Partnership, acting as general partner of MKDG/Buck 123 Partnership, the partnership named Original Beneficiary in the foregoing instrument, that he executed the foregoing instrument on behalf of said partnership and that he had the authority to sign the same in that capacity, and he did duly acknowledge to me that he executed the same as the act and deed of said partnership for the uses and purposes mentioned therein.

GIVEN under my hand and Notarial Seal, this 19TH day of January, 1994.

Notary Public



94057782

UNOFFICIAL COPY

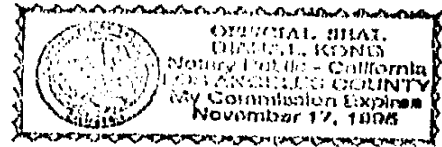
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) SS.

BEFORE ME, a Notary Public in and for said county, personally appeared WILLIAM O. SPATHRE, Vice President of Citicorp Real Estate, Inc., individually and as agent for itself and one or more co-lenders, the Corporation which executed the foregoing instrument, who acknowledged that he did sign said instrument, as said officer on behalf of said Corporation, and that the same is his free act and deed individually and as such officer and the free and corporate act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, this 24th day of January, 1994.

Alane L. Kelly

Notary Public



This instrument was prepared by and should be returned to:
Ilyse D. Dunkel
Sonnenschein Nath & Rosenthal
8000 Sears Tower
Chicago, Illinois 60606



DEPT-01 \$55.50
T14444 TRAN 3930 01/28/94 15:10:00
2282 * 94-097782
COOK COUNTY RECORDER

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 THROUGH 12, BOTH INCLUSIVE, TOGETHER WITH THE VACATED EAST-WEST ALLEY LYING SOUTH OF AND ADJOINING SAID LOTS 1 THROUGH 6 AND LYING NORTH OF AND ADJOINING SAID LOTS 7 THROUGH 12, IN BLOCK 15 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

*11 10 125-001
through 012*

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EXHIBIT B

List of Leases

Tenant	RSE
Building Office (no lease)	2,845
American Medical Association	359,503
A.C.G.M.E. (Fourth Amendment to AMA lease)	15,312
Kanti	134
Dorenfest	15,941
Access America	3,158
American Office Equipment	9,242
Ayer Chicago	15,157
Shanker	1,853
Arcor	2,670
CPM Inc.	23,250
Worldvision	1,827
CPC	5,211
Sperco	4,409
Coleman	6,783
Intergraphics	1,743
Tassani*	23,250
Cutters	22,250
Noble Communications	13,000
Clinical Research	22,250
Laner, Muchin	22,250
The Munson Foundation	1,715
Total Leased Space	573,753

* lease is currently being amended

Also: Travel Society lease is currently being amended and terminated
Cable Media lease terminated in bankruptcy

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