

COOK COUNTY, ILLINOIS
FILED FOR RECORDS

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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The Prudential Insurance Company
of America
2029 Century Park East, Suite 3600
Los Angeles, California 90067
Attention: Regional Counsel

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ASSIGNMENT OF LESSOR'S INTEREST IN LEASES
(Illinois)

THIS ASSIGNMENT OF LESSOR'S INTEREST IN LEASES (sometimes referred to as "this Assignment") is made as of February 16, 1994, by CATELLUS DEVELOPMENT CORPORATION, a Delaware corporation having offices at 201 Mission Street, 30th Floor, San Francisco, California 94105 ("Catellus"), and AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, not personally but as Trustee under Trust Agreement dated April 30, 1982 and known as Trust No. 55109, having offices at 33 North LaSalle Street, Chicago, Illinois 60690 ("Trustee") (jointly and severally Catellus and Trustee are herein referred to as "Assignor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation having offices at 2029 Century Park East, Suite 3600, Los Angeles, California 90067 ("Assignee"), for the benefit and protection of Assignee as Mortgagee under that certain Mortgage, Security Agreement, Fixture Filing and Assignment of Rents of even date herewith executed by Assignor in favor of Assignee (the "Mortgage") and for the benefit and protection of Assignee as payee and holder of the Notes (as defined in the Mortgage). All capitalized terms not otherwise defined herein shall have the meanings given to such terms in the Mortgage.

W I T N E S S E T H:

FOR VALUE RECEIVED, Assignor does hereby irrevocably and absolutely SELL, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee the Leases (including all those Leases shown in Exhibit B hereto) concerning that certain real property, together with any Improvements now or at any time located thereon, located in the County of Cook, State of Illinois, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

TOGETHER WITH, the immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now

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Assignment of Lessor's Interest in Leases
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or shall hereafter (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the Leases or from deficiency rents and liquidated damages following default, and all proceeds payable under any policy of insurance covering loss of rents or other income from the Property, together with any and all rights and claims of any kind that Assignor may have against lessees under the Leases or any subtenants or occupants of the Property, or any part thereof (all such moneys, rights and claims described in this paragraph being hereinafter called the "Receipts").

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive the Receipts.

ASSIGNOR REPRESENTS, WARRANTS, COVENANTS AND AGREES AS FOLLOWS:

1. Representations and Warranties. Assignor represents and warrants that: (i) Assignor is the owner of the Property, and has good title to the Leases and Receipts (subject to prior matters of record) and full and complete right to assign the same; (ii) no other Person has any right, title or interest in the Leases or Receipts; (iii) Assignor has duly and punctually performed all and singular the material obligations, terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; (iv) Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Receipts, whether now due or hereafter to become due; (v) except in the case of Leases which by their terms require the lessees to pay rent quarterly in advance, and except for any tenant security deposits, any Receipts for any period of more than thirty (30) days subsequent to the date hereof have not been collected and payment of any of same has not otherwise been anticipated, waived, released, discounted, set off, or otherwise discharged or compromised; (vi) to the best knowledge of Assignor, and except as disclosed in tenant estoppel certificates, landlord estoppel certificates and Borrower's Disclosure Letter of even date herewith delivered to Assignee in connection with the closing of the Loan, the lessees under the Leases ("Lessees") are not in default of any of the terms thereof and do not have any defense, set-off or counter claim against Assignor thereunder; (vii) the Leases are in full force and effect, valid and enforceable in accordance with their terms, and have not been modified, amended or altered, whether in writing or orally, except as otherwise disclosed to Assignee in writing; (viii) except as disclosed to Assignee in writing, there are no unextinguished rent concessions, abatements and/or other inducements relating to the Leases, and no Lessee has any option or right to acquire any interest in the Property, except as reflected in the Leases and shown in the rent roll delivered to Assignee in connection with the funding of the Loan (the "Rent Roll"); and (ix) the Rent Roll discloses all currently existing Leases and is complete, accurate and true in all respects.

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2. Affirmative Covenants. Assignor shall: (i) observe, perform and discharge, duly and punctually, all and singular the material obligations, terms, covenants, conditions and warranties of the Leases, on the part of Assignor to be kept, observed and performed, and give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same; (ii) direct the Lessees to deliver all rents and other payments due under the Leases to Assignee upon written request of Assignee and without further action of Assignor; (iii) in writing notify Lessees of this Assignment and that any security deposit, or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be; (iv) enforce or secure in the name of Assignee the performance of each and every material obligation, term, covenant, condition and agreement of the Leases to be performed by Lessees; (v) appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the Leases or the obligations, duties, or liabilities of Assignor and Lessees thereunder; and (vi) upon request by Assignee, to do any of the acts specified in clauses (i) through (v) above in the name and on behalf of Assignee but at the expense of Assignor, and to pay all costs and expenses of Assignee, including, in-house and outside attorneys' fees, related to the acts specified in clauses (i) through (v) above.
3. Negative Covenants. Except as permitted in Section 15(a) of the Loan Agreement and in full compliance therewith, Assignor shall not, without the prior written consent of Assignee: (i) lease any part of the Property to a Major Tenant or renew or extend the Lease of any Major Tenant; (ii) terminate, amend, modify or alter in any manner the Lease of any Major Tenant, or waive, excuse, condone, discount, set off, compromise, or in any manner release or discharge any Major Tenant from any obligations, covenants, conditions and agreements by such Major Tenant to be kept, or accept or consent to any surrender of any Major Lease; (iii) except in the case of Leases which by their terms require the Lessees to pay rent quarterly in advance, receive or collect any Receipts for a period of more than one month in advance (whether in cash or by promissory note); (iv) further assign the Leases or pledge, transfer, mortgage or otherwise encumber or assign future payments of Receipts; (v) commence an action of ejectment or summary proceedings for dispossession of any Major Tenant under any Major Lease; or (vi) consent to any modification of the express purposes for which the Property has been leased under any Major Lease, or consent to any subletting of the Property or any part thereof under any Major Lease, or to assignment of any Major Lease by a Major Tenant thereunder or to any assignment or further subletting by any sublessees. For purposes of this Assignment, the terms "Major Tenant" and "Major Lease" shall have the meanings given them in that certain Loan Agreement between Assignor and Assignee of even date herewith.

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4. Default and Remedies. In the event any representation or warranty herein of Assignor shall be found to be untrue when made or Assignor shall default in the payment of any Indebtedness or in the observance or performance of any other Obligation, after the expiration of all applicable grace or cure periods, if any, set forth in the Mortgage or Loan Agreement, then, in each such instance, the same shall constitute an "Event of Default" hereunder and under the Loan Documents, thereby entitling Assignee to declare all Indebtedness immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law or in equity. Specifically, but without limiting the generality of the foregoing, upon or at any time after the occurrence and during the continuance of an Event of Default, Assignee, at its option, shall have the complete right, power and authority to exercise and enforce any or all of the following rights and remedies:

- (i) to terminate and revoke the license granted to the Assignor hereunder and collect the Receipts, and without taking possession of the Property, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Receipts, to give proper receipts, releases and acquittances therefor, and after deducting all necessary and proper costs and expenses of operation and collection, as determined in Assignee's sole judgment, and including reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon the Indebtedness and in such order as Assignee may determine in its sole discretion; and
- (ii) without regard to the adequacy of the security, with or without any action or proceeding, through any person or by agent, or by a receiver appointed by a court of competent jurisdiction, and irrespective of Assignor's possession, to enter upon, take possession of, manage and operate the Property, or any part thereof or interest therein, make, modify, enforce, cancel or accept surrender of, any Leases, remove and evict any Lessee, increase or decrease rents under any Leases, decorate, clean and repair any premises under any Leases, and otherwise do any act or incur any costs or expenses as Assignee deems necessary or proper to protect the rights of Assignee therein, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the Receipts so collected to the operation and management of the Property, in such order as the Assignee shall deem proper in its sole discretion, including payment of reasonable management, brokerage and attorneys' fees, payment of the Indebtedness and maintenance, without interest, of reserves for replacements.

Collection of Receipts hereunder, and application thereof as specified above, and/or the entry upon and taking possession of the Property, or any part thereof or interest therein, shall not cure or waive any default or waive, modify or affect any notice of default under any

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Loan Documents, or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect; provided, that in the case of a monetary default where Assignee collects sufficient Receipts to fully cure such monetary default and no other default or Event of Default exists, the collection of Receipts hereunder shall cure such default. In the event that Assignee shall thereafter elect to discontinue exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Event of Default. A demand upon any Lessee made by Assignee for payment of Receipts by reason of any default claimed by Assignee hereunder or under any other Loan Documents shall be sufficient warrant to said Lessee to make future payments of all Receipts to Assignee without the necessity for further consent by Assignor.

5. Grant of License to Assignor. So long as no Event of Default shall have occurred and is continuing, Assignor shall have a license to collect, but only as permitted under Paragraph 3(iii) above, all Receipts and all other sums which may become payable to Assignor under the Leases. Assignor shall receive such Receipts, and shall hold the same, as well as the right and license to receive the same, as a trust fund to be first applied to the payment or performance of the Obligations as and when due, and so long as no Event of Default shall have occurred and is continuing shall be entitled to disburse to itself free from such trust such amounts as shall from time to time exceed the Obligations then due. Upon the occurrence of an Event of Default, Assignor's license shall automatically terminate without notice to Assignor and Assignee shall have the right and authority then or thereafter, with or without taking possession of the Property, to collect the rents and profits itself or by an agent or Receiver and Assignee may otherwise exercise and enforce any and all of its rights and remedies provided in this Assignment, the Mortgage or by law or at equity; provided that Assignee may from time to time elect to defer the revocation of the Assignor's license by giving notice of such deferral and the terms and conditions thereof to Assignor.

6. Power of Attorney. Effective automatically upon the occurrence of an Event of Default and during the continuance thereof, 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, (i) to collect, demand, sue for, attach, levy, recover and receive all Receipts 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 Indebtedness, notwithstanding that the amount owing thereunder

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may not then be due and payable or that the Indebtedness is adequately secured, and Assignor does hereby authorize and direct such lessees to deliver such payment to Assignee in accordance with the foregoing; and (ii) 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 such reservation, option or authority was reserved under the Leases to the Assignor, or in any case, 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 the Assignor has not, on or at any time prior to the date hereof, exercised any such right of subordination under clause (ii) above 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, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the Indebtedness shall remain unpaid.

7. Indemnity. Assignor shall indemnify, defend, protect and hold Assignee harmless from and against any and all liability, loss, cost, damage or expense (including reasonable attorneys' fees) that Assignee may or might incur under or by reason of this Assignment, for any action taken by Assignee hereunder, or the enforcement of this Assignment, or by reason or in defense of any and all claims and demands whatsoever that may be asserted against Assignee arising out of the Leases, including any claim by any Lessees of credit from rental paid to and received by Assignor and not applied in accordance with Paragraph 5. If Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof with interest thereon at the Secondary Interest Rate, shall be payable by Assignor three days after demand therefor by Assignee, shall be secured by the Mortgage, and shall be part of the Indebtedness. Notwithstanding the foregoing, (i) Assignor shall not be obligated to indemnify Assignee with respect to any intentional tort, willful misconduct or act of gross negligence which Assignee is personally determined by the judgment of a court of competent jurisdiction (sustained on appeal, if any) to have committed, and (ii) Assignor shall not be liable for any indemnity obligation herein if and to the extent that such indemnity obligation arises or is increased as a result of Assignee's assignment or participation of all or any portion of its interest in the Loan as provided in Section 16(c) of the Loan Agreement.
8. No Waiver. The failure of Assignee to avail itself of any of the terms, covenants and conditions of this Assignment for any period of time, or at any time or times, shall not be construed or deemed to be a waiver of any such right, and nothing herein

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contained, nor anything done or omitted to be done by Assignee pursuant hereto, shall be deemed a waiver by Assignee of any of its rights and remedies under the Loan Documents, or under any applicable laws. The rights of Assignee to collect the Indebtedness and to enforce any security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to, any action taken hereunder.

9. No Merger. So long as any of the Indebtedness shall remain unpaid, unless Assignee shall otherwise consent in writing, the leasehold estates and the subleasehold estates on the Property, if any, shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estates either in Assignor or in any lessees or in a third party, by purchase or otherwise.
10. 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 (i) constitute Assignee 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, (ii) 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 (iii) 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.
11. Payment of Indebtedness. Upon payment in full of all of the Indebtedness, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said Indebtedness to remain unpaid shall be and constitute conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any Person may and is hereby authorized to rely thereon.
12. Notices. All notices, demands or documents of any kind that Assignee or Assignor may be required or may desire to serve shall be served in the manner provided in the Mortgage.
13. Successors and Assigns; Gender. Subject to the provisions of Section 15(c) of the Loan Agreement, 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 Notes and the

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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.

14. Severability. If any term, provision, covenant or condition hereof or any application thereof should be held unenforceable, in whole or in part, all terms, provisions, covenants and conditions hereof and all applications thereof not held invalid, void or unenforceable shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.
15. Governing Law. The Loan Agreement, Notes, and other Loan Documents (including without limitation this instrument) have been negotiated and executed by the parties in the State of California. The parties hereto have agreed that the documents and instruments evidencing and relating to the Indebtedness are to be governed by California law in light of the numerous contacts between the State of California and the transaction contemplated hereby, including the fact that the security for the Indebtedness is located primarily in California. In order to promote uniformity of interpretation, it is an essential aspect of the transaction contemplated hereby that all documents, including this instrument, be governed by California law to the fullest extent possible and except as provided in the next sentence. Accordingly, this instrument shall be governed by and construed in accordance with the laws of the State of California; provided that the laws of the State of Illinois shall govern with respect to such matters as shall under the laws of Illinois be required to be governed by the laws of that state because the Property is located in that state.
16. 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 counsel, whether said legal counsel be employed by Assignee on a full-time basis or such legal counsel is an outside law firm hired by Assignee for such purpose.
17. Limitation of Liability. In the event of an acceleration of the Indebtedness upon an Event of Default, Assignee shall not enforce any deficiency judgment against Catellus (hereinafter referred to as the "Exculpated Party") with respect to any and all Obligations, in excess of the amount realized upon foreclosure against (or sale, pursuant to power of sale, of) any and all security therefor; provided, however, that nothing contained herein or in any other Loan Document shall (a) limit Assignee's other rights and remedies against the Exculpated Party hereunder

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or thereunder, either at law or in equity, or (b) relieve Exculpated Party from personal liability and responsibility (i) under the ERISA Section of the Loan Agreement (Section 4(j) of the Loan Agreement), including the indemnification provisions under said Section, (ii) for waste committed by Exculpated Party with respect to the Property, (iii) for any security deposits of tenants not turned over to Assignee upon foreclosure or sale pursuant to the power of sale contained in the Mortgage, (iv) for insurance proceeds and condemnation awards received by Exculpated Party and not turned over to Assignee or used by Exculpated Party for restoration or repair of the Property which was damaged or affected, (v) for any rents or other income from the Property received by Exculpated Party after an Event of Default or event which with notice or grace period, or both, would be an Event of Default under the Loan Documents and not applied to the fixed and operating expenses of such Property, (vi) for unpaid taxes, assessments, and/or utility charges with respect to the Property, (vii) for any sums expended by Assignee in fulfilling the obligations of Exculpated Party, as lessor, under any leases of the Property and (or which obligations either performance was due at the time of acceleration of the Indebtedness by Assignee or became due thereafter prior to foreclosure sale other than during possession of the Property by a receiver appointed in the foreclosure action or otherwise appointed at the request of Assignee, (viii) under the Hazardous Substances Agreement and (ix) under any materially false representation and warranty by Exculpated Party delivered under Paragraph 6.E. of the Commitment. Notwithstanding the foregoing, this agreement not to pursue recourse liability SHALL BECOME NULL AND VOID and shall be of no further force and effect in the event:

- (a) that there shall be any event occur (other than an involuntary lien or transfer made without Catellus' consent) which entitled, and the Assignee elected, to declare the entire Loan due and payable under Article IV, Paragraph B of the Mortgage and the Loan was not reinstated pursuant to the terms of such Article and Paragraph; or
- (b) of any fraud or material misrepresentation by Assignor in connection with the Property, the Loan Documents, the Commitment, the Original Commitment including the Application (as such terms are defined in the Commitment), Assignor, or any other information furnished to Assignee at or before the closing of the Loan pursuant to the Commitment, the Original Commitment (including the Application) or the Loan Documents; provided that as to reports containing a material misrepresentation where such reports were prepared by, and submitted to Assignee under the names of independent contractors (such as, but without limitation, surveyors and environmental consultants), it shall be deemed a material misrepresentation by Assignor only if Assignor was aware of, or was aware of facts or

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circumstances which would cause a reasonable person to determine the existence of, such material misrepresentation.

18. Trustee's Exculpation. This Assignment is executed by American National Bank and Trust Company of Chicago, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee (and said Trustee hereby represents and warrants that it possesses full power and authority to execute this instrument) and it is expressly understood and agreed that nothing herein or in the Notes shall be construed as creating any liability on Trustee personally to perform any covenants, either express or implied, herein contained or with regard to any warranty contained herein (except the warranty relating to the authority of Trustee to execute this Assignment) all such personal liability, if any, being expressly waived with respect to Trustee, but nothing in the preceding portions of this paragraph shall be construed in any way as to affect or impair the lien of this Assignment, or Assignee's right to exercise any of its rights and remedies hereunder, or be construed in any way so as to limit or restrict any of the rights and remedies of Assignee hereunder in any proceedings to enforce payment of the Indebtedness out of and from the security given therefor in the manner provided herein, in the Notes and other instruments given to secure the Notes, and further shall not in any way be construed to restrict or limit Assignee's absolute right to enforce personal liability against Catellus or any co-maker, guarantor or guarantors of any other instrument given to secure the Indebtedness, subject to the provisions of Paragraph 17 hereof.

IN WITNESS WHEREOF, this Assignment has been duly executed by Assignor the day and year first above written.

CATELLUS DEVELOPMENT CORPORATION,
a Delaware corporation

By: Douglas Stimpson

Name: Douglas Stimpson

Title: Vice President Finance

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AMERICAN NATIONAL BANK AND TRUST COMPANY
OF CHICAGO, a National Banking
Association, not personally but as
Trustee under Trust Agreement dated
April 30, 1982 and known as Trust No.
55109

By: _____

Name: _____

P. JOHANSEN

Title: _____

Second Vice President

ASSISTANT SECRETARY

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

On February 16, 1994, before me, Irene Hymanson, a Notary Public in and for said State, personally appeared DOUGLAS STIMPSON, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Irene Hymanson

(seal)



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COOK COUNTY CLERK'S OFFICE
100 N. LAUREL STREET
CHICAGO, ILL. 60602
TEL: (312) 603-4000
WWW.COOKCOUNTYCLERK.COM

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EXHIBIT A

(Property Description)

THE SOUTH 15 FEET OF LOT 5 AND SUB LOTS 1 AND 2 OF LOT 8 AND ALL OF LOT 9 IN BLOCK 5 IN FRACTIONAL SECTION 15, ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office

Common Property Address:	224 S. Michigan Avenue, Chicago, Illinois
Permanent Index Number	17-15-105-013
This Document Prepared by:	Russell L. Johnson, Esq. Gibson, Dunn & Crutcher 333 South Grand Avenue Los Angeles, California 90071

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EXHIBIT B

Leases

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Property 1000/IL0311251

Schedule of Leases

1. Lease dated as of August 13, 1992, between Catellus Development Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust No. 55109, as Lessor, and The Orchestral Association, as Lessee, as modified by Commencement Date Memorandum dated September 14, 1992. (Lease No. 90590)
2. Lease dated as of October 27, 1986, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and Sherry-Brener Ltd., as Lessee, as modified by Rider. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3930)
3. Lease dated as of October 26, 1985, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and V and V. Brown, Ltd., as Lessee, including Rider, as modified by First Amendment to Retail Lease dated as of July 1, 1988. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3878)
4. Lease dated as of September 12, 1991, between Catellus Development Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust No. 55109, as Lessor, and Arts & Artisans, Ltd. d/b/a "To Life!", as Lessee. (Lease No. 90281)
5. Lease dated as of September 17, 1986, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and Something Healthy, Inc., as Lessee, including Rider, as modified by First Amendment to Retail Lease dated as of August 1, 1988. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3882)
6. Lease dated as of November 21, 1991, between Catellus Development Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust No. 55109, as Lessor, and Chicago Architecture Foundation, as Lessee. Lessee also leases area in the lobby pursuant to License Agreement dated as of November 21, 1991. (Lease No. 90372)

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Property 1000/IL0311251 (Continued)

7. Lease dated as of October 5, 1988, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and Fabrile Gallery, Ltd., as Lessee, as modified by Letter dated December 2, 1988. (Lease No. 70074)
8. Lease dated as of October 1, 1985, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and Babbage's Incorporated, as Lessee, including Rider dated October 28, 1985. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3863)
9. Lease dated as of May 8, 1990, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and Remington Products, Inc., as Lessee, including Rider, as modified by Letters dated May 18, 1990 and June 20, 1990. (Lease No. 70582)
10. Lease dated as of September 1, 1991, between Catellus Development Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust No. 55109, as Lessor, and Charles E. Peppers d/b/a American Speedy Printing Centers, as Lessee, as modified by Letter dated September 4, 1992. (Lease No. 90431)
11. Lease dated as of April 30, 1991, between Catellus Development Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Thomas P. Gohagan & Co., as Lessee. (Lease No. 90349)
12. Lease dated as of June 27, 1984, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessors, and Inter-Pacific Travel Service, Inc., as Lessee, as modified by [First]Rider dated June 27, 1984 and Second Rider dated April 18, 1988. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. Lease was further modified by Third Rider dated August 20, 1990, between Catellus Development Corporation, successor-in-interest to Lessor, and Lessee, and by Fourth Rider dated January 24, 1991, between Lessor and RCT International, Inc., successor-in-interest to Lessee, and such Fourth Rider was amended by Letter dated April 3, 1991. By Letter dated December 8, 1993, RCT International served written notice of its intent to exercise its option to terminate the Lease effective March 15, 1994. (Lease No. 3872)

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13. Lease dated as of April 21, 1993, between Catellus Development Corporation, as Lessor, and Jean Krypton Personnel Service, Inc., as Lessee. (Lease No. 90824)
14. Lease dated as of November 2, 1984, between Santa Fe Land Improvement Company, as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust Number 55109, as Lessor, and National Association of Broadcast Employees and Technicians, as Lessee. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3876)
15. Lease dated as of July 1, 1989, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Unisource Systems, Inc., as Lessee. (Lease No. 70624)
16. Lease dated as of April 12, 1990, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Blue Tee Corp. d/b/a Azcon, as Lessee. (Lease No. 70543)
17. Lease dated as of June 29, 1990, between Catellus Development Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Lexecon Health Service, Inc., as Lessee. Amended by (First) Addendum to Lease dated July 23, 1991 and Second Addendum dated October 1, 1992. (Lease No. 90009)
18. Lease dated as of May 1, 1992, between Catellus Development Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Riteway Reproductions, Inc., as Lessee, as modified by Commencement Date Memorandum dated August 21, 1992. (Lease No. 90526)
19. Lease dated as of November 22, 1988, between Santa Fe Land Improvement Company as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Orchestral Association, as Lessee, as modified by Letter dated January 20, 1989, First Amendment to Office Lease dated as of September, 1990, between Catellus Development Corporation, successor-in-interest to Beneficiary of Lessor, and Lessee, and Second Amendment to Office Lease dated as of October, 1990. (Lease No. 70132)

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20. Lease dated as of March 1, 1985, between American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement known as Trust No. 55109, and the Sole Beneficiary, Santa Fe Land Improvement Company, collectively as Lessor, and McDonough Associates Inc., as Lessee, as modified by Rider to Lease dated March 1, 1985, Second Rider to Lease dated July 10, 1987, and Third Rider to Lease dated April 23, 1990. Lessor's interest was assigned to Santa Fe Pacific Realty Corporation as evidenced by Letter dated November 21, 1988. (Lease No. 3875)
21. Lease dated as of January 31, 1992, between Catellus Development Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Hal Riney & Partners, Inc., as Lessee, as modified by Commencement Date Memorandum dated September 9, 1992. (Lease No. 90419)
22. Lease dated as of January 29, 1992, between Catellus Development Corporation as Sole Beneficiary of American National Bank & Trust Co. of Chicago Trust No. 55109, as Lessor, and Office of the Chapter 13 Trustee, as Lessee, as modified by Commencement Date Memorandum dated September 1, 1992. (Lease No. 90411)
23. Placement Agreement dated November 9, 1992, executed by Federal Express Corporation. (Contract No. 53881A)
24. Lease dated as of December 31, 1991 between Catellus Development Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Skidmore, Owings & Merrill, as Lessee. (Lease No. 90376)
25. Lease dated as of March 9, 1989, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Ladas & Parry, as Lessee. (Lease No. 70212)
26. Lease dated as of July 19, 1989, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Speakeasy Computing Corporation, as Lessee. (Lease No. 70399)
27. Lease dated as of May 22, 1989, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and DePaul University, as Lessee. (Lease No. 3880)

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28. Lease dated as of February 1, 1990, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Vickrey Ovrosat Awsumb Associates Incorporated, as Lessee. (Lease No. 70537)
29. Lease dated as of March 13, 1991, between Catellus Development Corporation and American National Bank and Trust Company of Chicago, Trustee under the provisions of a Trust Agreement dated April 30, 1982 and known as Trust No. 55109, the sole beneficiary of which is Catellus Development Corporation, collectively as Lessor, and Sara Lee Bakery, as Lessee, as modified by First Amendment to Office Lease dated as of August 17, 1992. (Lease No. 90147)
30. Lease dated as of October 1, 1988, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago trust Number 55109, as Lessor, and The Atchison Topeka and Santa Fe Railway Company, as Lessee, as modified by Letter dated October 1, 1988. The terms of such Lease were further modified by Agreement dated January 25, 1991, among Catellus Development Corporation, as Lessor, and Santa Fe Pacific Corporation and The Atchison, Topeka and Santa Fe Railway Company, as Lessees under their respective leases. (Lease No. 3883)
31. Lease dated as of October 1, 1988, between Santa Fe Pacific Realty Corporation as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust Number 55109, as Lessor, and Santa Fe Southern Pacific Corporation, as Lessee, as modified by Letters dated October 1, 1988, and November 10, 1988, and by First Amendment to Office Lease dated as of October, 1990, between Catellus Development Corporation, successor-in-interest to Lessor, and Santa Fe Pacific Corporation, successor-in-interest to Lessee. The terms of such Lease were further modified by Agreement dated January 25, 1991, among Catellus Development Corporation, as Lessor, and Santa Fe Pacific Corporation and The Atchison, Topeka and Santa Fe Railway Company, as Lessees under their respective leases. (Lease No. 3884)
32. Letter Agreement dated December 9, 1986, executed by United Parcel Service, Inc. (Contract No. 3877)
33. Lease dated as of June 19, 1992, between Catellus Development Corporation, as Sole Beneficiary of American National Bank and Trust Company of Chicago Trust No. 55109, as Lessor, and Skidmore, Owings & Merrill, as Lessee, as modified by Commencement Date Memorandum dated September 2, 1992. (Lease No. 90557)

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