

# UNOFFICIAL COPY

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## ASSIGNMENT OF NOTE AND LIENS

THIS ASSIGNMENT OF NOTE AND LIENS ("Assignment") is by and between AMERICAN RE-INSURANCE COMPANY, a Delaware corporation ("Assignor") and LASALLE/MADISON LIMITED LIABILITY COMPANY, an Illinois limited liability company ("Assignee").

DEPT-01 RECORDING \$35.00  
T#0012 TRAN 8389 12/27/95 14:03:00  
#7543 + J11 \* -95-898170  
COOK COUNTY RECORDER

## RECITALS

A. Assignor is the present legal and equitable owner and holder of that certain Mortgage Note in the original principal amount of \$17,000,000.00 dated December 1, 1983, made by American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 14, 1981 known as Trust No. 52642 and payable to the order of Assignor (the "Original Note"), which Original Note was amended by Loan Modification Agreement by and among American National Bank and Trust Company of Chicago, as Trustee, Roanoke Associates, Ltd. and American Re-Insurance Company dated as of December 31, 1992 and recorded on July 1, 1993 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 93507397 and re-recorded in said Office on August 2, 1993 as Document No. 93600094 (the Original Note, as so amended, the "Note").

B. The Note is secured by, among other things, the security documents described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Security Documents").

C. Assignor desires to assign, sell, transfer and deliver, and Assignee desires to acquire the Note and the Security Documents.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys, endorses and delivers to Assignee without recourse, representation or warranty of any kind, whether expressed or implied, statutory or otherwise (the warranties provided for in §810 ILCS 5/3-416 being specifically negated), the Note, the Security Documents, and all funds held by Assignor or its agents in connection with any tax escrow and insurance escrow or pursuant to the Cash Collateral Agreement (as defined on Exhibit "A") to have and to hold the same unto the Assignee, its successors and assigns. Without limiting the foregoing, Assignor or any representative, agent, employee or servant of Assignor does not make any representation or warranty regarding (i) the collectibility or value of the Note or the Security Documents, (ii) the creditworthiness or financial condition of the Borrower, the Trust or the Beneficiary or the ability of the Borrower,

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the Trust or the Beneficiary to perform its respective obligations under the Note or any of the Security Documents, (iii) the due execution, validity, sufficiency, or the perfection or priority of any liens or security interests securing or appearing to secure or relating to the Note or any of the Security Documents or with respect to the property or collateral covered by such liens, (iv) the condition of the Loan or the value of any collateral included in any of the Security Documents or the income potential thereof, (v) rights of offset, deductions, negotiability, or holder in due course status, the accuracy or completeness of the matters disclosed, represented or warranted by any party in the Note or any of the Security Documents, (vi) the performance of the obligations of any party under the Note or any of the Security Documents, (vii) the adequacy of the collateral described in the Security Documents, or (viii) the existence or nonexistence of any default or event of default under the Note or any of the Security Documents. The Note and the Security Documents are being sold in an "AS IS" condition, "WHERE IS" basis and "WITH ALL FAULTS" and without any representations, warranties or recourse, expressed or implied, of any type, kind, character or nature, statutory or otherwise, in fact or in law, or any warranties of merchantability or fitness for a particular purpose with respect to any term or condition of the Note or the Security Documents or with respect to the collateral referred to therein, except as specifically set forth in the Agreement and in Paragraph 2 below.

2. Assignor represents to Assignee that Assignor is the holder of the Note and beneficiary under the Security Documents. Assignor shall have no responsibility for the financial condition of the Borrower or for the ability of the Borrower to perform its obligations under the Note or the Security Documents.

3. This Assignment may be executed in several complete parts and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the original or the same counterpart.

EXECUTED as of this 21<sup>st</sup> day of December, 1995.

Prepared by:

American Re Insurance Company  
295 College Road East  
Princeton, New Jersey

ASSIGNOR:

AMERICAN RE-INSURANCE COMPANY

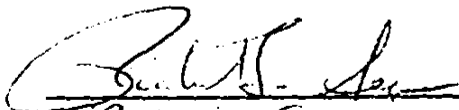
Attn to:

David Friedman  
5005 West Touhy  
Suite 200  
Skokie, Illinois 60077

By:

Name:

Title:

  
Richard L. Sage  
Managing Director

95898170



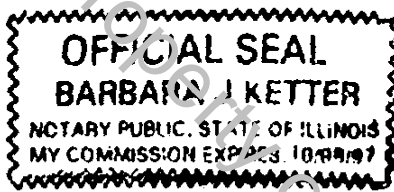


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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 20 day of December, 1995, by David M. Friedman, managing member of LaSalle/Madison Limited Liability Company, an Illinois limited liability company, on behalf of said limited liability company.



Barbara J. Ketter

Notary Public  
My Commission Expires: 10/6/97

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of December, 1995, by Isaac Perlstein, managing member of LaSalle Associates Limited Liability Company, an Illinois limited liability company, participant of LaSalle/Madison Limited Liability Company, an Illinois limited liability company, on behalf of said limited liability companies.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

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-4-

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of December, 1995, by David M. Friedman, managing member of LaSalle/Madison Limited Liability Company, an Illinois limited liability company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

STATE OF NEW YORK )  
 ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this 20 day of December, 1995, by Isaac Perlstein, managing member of LaSalle Associates Limited Liability Company, an Illinois limited liability company, participant of LaSalle/Madison Limited Liability Company, an Illinois limited liability company, on behalf of said limited liability companies.

Jerold Silberstein  
Notary Public  
My Commission Expires:

JEROLD SILBERSTEIN  
NOTARY PUBLIC, State of New York  
No. 01815030605  
Qualified in Kings County  
Commission Expires July 18, 1996

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## EXHIBIT A

1. Mortgage, Assignment of Rents and Security Agreement dated December 1, 1983 from American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated May 14, 1981 known as Trust No. 52642 to American Re-Insurance Company and recorded in the Office of the Recorder of Deeds of Cook County, Illinois on December 20, 1983 as Document No. 26902660, as amended by Loan Modification Agreement by and among American National Bank and Trust Company of Chicago, as Trustee, Roanoke Associates, Ltd. and American Re-Insurance Company dated as of December 31, 1992 and recorded in said Office on July 1, 1993 as Document No. 93507397 and re-recorded in said Office on August 2, 1993 as Document No. 93600074, which encumbers the real property described on Exhibit B attached hereto and made a part hereof.
2. Assignment of Lease dated December 1, 1983 from American National Bank and Trust Company of Chicago, as Trustee, and Roanoke Associates, Ltd. to American Re-Insurance Company and recorded on December 20, 1983 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 26902661 and re-recorded on December 27, 1983 in said Office as Document No. 26908119.
3. UCC-1 Financing Statement No. 95-U02135 from Roanoke Associates, Ltd., Debtor, to American Re-Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on February 17, 1995.
4. UCC-1 Financing Statement No. 95-U02134 from American National Bank & Trust Company of Chicago as Trustee under Trust Agreement dated 5-14-81 Trust No. 52642, Debtor, to American Re-Insurance Company, Secured Party, filed in the Office of the Secretary of State of the State of Illinois on February 17, 1995.
5. Cash Collateral Agreement dated as of December 31, 1992 by and among American National Bank and Trust Company of Chicago, as Trustee under Trust No. 52642, Roanoke Associates, Ltd. and American Re-Insurance Company (the "Cash Collateral Agreement").
6. Security Agreement - Chattel Mortgage dated as of December 1, 1983 between Roanoke Associates, Ltd. and American Re-Insurance Company.

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## EXHIBIT B

### PARCEL 1

THE NORTH 90 FEET OF LOT 1 AND THAT PART OF THE NORTH 90 FEET OF LOT 2 IN SUBDIVISION (BY CHICAGO HYDRAULIC COMPANY) OF LOTS 1 AND 2 IN BLOCK 118 OF SCHOOL SECTION ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF A LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 15.24 FEET WEST FROM THE NORTH EAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 2 WHICH IS 14.90 FEET WEST FROM THE SOUTH EAST CORNER THEREOF;

### PARCEL 2

ALSO LOT 3 AND THAT PART OF LOT 2 IN SUBDIVISION (BY CHICAGO HYDRAULIC COMPANY) OF LOTS 1 AND 2 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO, COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH,

RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES WEST OF A LINE EXTENDING SOUTH FROM A POINT ON THE NORTH LINE OF SAID LOT 2 WHICH IS 15.24 FEET WEST FROM THE NORTH EAST CORNER THEREOF TO A POINT ON THE SOUTH LINE OF SAID LOT 2 WHICH IS 14.90 FEET WEST FROM THE SOUTH EAST CORNER THEREOF, EXCEPTING FROM THE AFOREMENTIONED PART OF LOT 2 THAT PORTION OF SAID PART LYING SOUTH OF THE NORTH 90 FEET OF LOT 2 AND FALLING WITHIN THE EAST 15 FEET OF LOT 2

### PARCEL 3

TOGETHER WITH LOT 1 (EXCEPT THE SOUTH 2 FEET THEREOF) IN MAJOR'S SUBDIVISION OF SUB-LOTS 4, 5, 6 AND 8 AND THE WEST 15 FEET OF LOT 9 (EXCEPTING THEREFROM THAT PART OF SAID LOTS 6 AND 8 TAKEN FOR LA SALLE STREET) IN THE SUBDIVISION OF LOTS 1 AND 2 IN BLOCK 118 IN SCHOOL SECTION ADDITION TO CHICAGO COOK COUNTY, ILLINOIS, IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL IN COOK COUNTY, ILLINOIS

Reference Index Files

17-16-204-001-0000

17-16-204-003-0000

Address

~~105 W. Madison Street~~  
~~Chicago Illinois~~

11 South LaSalle  
Chicago Illinois

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