

# UNOFFICIAL COPY

95336947

## ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT is  
made on of this 19th  
day of May, 1995.

DEPT-01 RECORDING 057.00  
180012 TRAN 4272 (5/23/95 11123100  
4443 1.117 W-95-336947  
COOK COUNTY RECORDER

ASSIGNORS: NATIONAL  
PLAZA I, L.L.C., an  
Illinois limited  
liability company,  
NATIONAL PLAZA II, L.L.C., an Illinois limited liability company,  
and NATIONAL PLAZA III, L.L.C., an Illinois limited liability  
company collectively ("Assignors").

ASSIGNEE: FIRST MIDWEST BANK, N.A. ("Assignee").

### ARTICLE I

#### PRECITALS

1.1 Each Assignor is the owner of that portion of the real  
property located in the Village of Schaumburg, Cook County,  
Illinois, identified as being owned by such Assignor and more fully  
described in Exhibit "A" to this Assignment (the "Property").

#### PREPARED BY AND AFTER RECORDING RETURN TO:

Edward W. Malstrom  
Miller, Shakman, Hamilton &  
Kurtzon  
208 South LaSalle Street  
Suite 1200  
Chicago, Illinois 60604

#### TAX IDENTIFICATION NUMBERS:

07-13-102-001-0000  
07-13-103-001-0000  
07-13-103-008-0000

#### ADDRESS OF PROPERTY:

999 Plaza Drive,  
1000 Plaza Drive and  
1111 Plaza Drive  
Schaumburg, Illinois

**BOX 333-CTI**

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1.2 Assignor has agreed to loan to Assignor, and Assignor has agreed to borrow from Assignee, the sum of up to \$6,100,000.00 (the "Loan") for the purposes and pursuant to the obligations, terms and conditions stated in the Loan Agreement of even date between Assignor and Assignee.

1.3 The Loan is evidenced by a note of even date ("Note"), and secured by a mortgage of even date (the "Mortgage") covering the Property, and a security agreement of even date (the "Security Agreement") covering the personal property described therein.

1.4 This Assignment by Assignor to Assignee is given to further secure Assignor's obligations to Assignee under the Note, the Mortgage and the Security Agreement.

1.5 The purpose of the loan is to refinance the acquisition financing for the Property, reimburse Assignor for the cost of certain tenant improvements to a portion of the Property, to pay certain lease commissions for a portion of the Property, and to fund an interest reserve to pay a portion of the interest on the Loan.

## ARTICLE 2

### DEFINITIONS

The following terms shall have the following meanings herein, unless the context or use requires a different meaning, and such definitions shall be read in the singular or plural as the context requires.

2.1 Lease or Leases: All of the leases, tenancies, licenses, and other agreements, written or otherwise, including all amendments, modifications, extensions, additions, renewals and replacements thereof, granting possession, use, or occupancy of the Property, or a portion thereof, to another, whether now existing or hereafter entered into, notwithstanding the fact that said agreements are not specifically identified herein.

2.2 Rent or Rents: All the rental income, revenues, issues, proceeds, profits, damages, awards, and payments now or hereafter due under the Leases. Without limiting the generality of the foregoing, Rents shall include all minimum rent, additional rent, percentage rent, deficiency rent, security deposits, liquidated damages, insurance proceeds, reimbursements, and payments and awards for damages.

2.3 Indebtedness: All or any part of outstanding and unpaid

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debt of Assignors to Assignee as evidenced by the Note, or that may otherwise be due from Assignors to Assignee under the terms of the Mortgage, Security Agreement, Loan Agreement or even data herewith between Assignors and Assignee ("Loan Agreement") or this Assignment, or any other note, instrument, document, or agreement which evidences or secures unpaid debt of Assignors to Assignee.

2.4 Event of Default: An Event of Default as defined in the Loan Agreement, the Note, Mortgage or Security Agreement.

2.5 Property: As previously defined, includes all improvements, buildings, structures, fixtures, amenities, and personal property, now or hereafter acquired, and now or hereafter located on the land (the "Land") described on annexed Exhibit "A" and used or intended to be used in connection with the use, occupation, or development thereof, and also all easements, rights of way, and appurtenances, now or hereafter existing, acquired in connection with the Land.

2.6 Note, Mortgage, Loan Agreement and Security Agreement: As previously defined, includes all subsequent amendments, modifications, extensions, additions, renewals and replacements thereof.

## ARTICLE 3

### ASSIGNMENT

3.1 For purposes of giving additional continuing security for repayment of the Indebtedness, Assignors hereby assign to Assignee all of their rights, title and interest in and to the Leases and Rents. This Assignment is a present assignment, effective immediately upon the execution and delivery hereof by Assignors and shall continue in effect until the Indebtedness is finally and irrevocably paid in full. However, so long as no Event of Default shall exist under the Note, the Mortgage, Loan Agreement, the Security Agreement or this Assignment, Assignee temporarily waives its right to collect the Rent and hereby gives Assignors permission to collect the same. In consideration for the granting of such permission, Assignors agree to use all Rents collected for purposes of making payments due on the Indebtedness, for paying all taxes and other charges that if not paid would become a lien against the Property, for paying all premiums on insurance policies covering the Property as they become due, and for satisfaction of all its obligations under the Leases, before using the same for any other purpose. This permission given Assignors to collect the Rents may be revoked by Assignee at any time, in its complete discretion, upon the occurrence of an Event of Default.

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## ARTICLE 4

### WARRANTIES

Borrowers represent, warrant and covenant, and so long as the Indebtedness remains unpaid shall be deemed to continuously represent, warrant and covenant that:

4.1 Legal Right and Authority: Assignors have full legal right and authority to execute and deliver this Assignment to Assignee.

4.2 Sole Owner: One of the Assignors is the sole owner of the landlord's interest in each of the Leases.

4.3 Valid and Enforceable Leases: The Leases currently in effect are valid under existing law and fully enforceable against the parties thereto.

4.4 Advance Rent: No Rent has been collected in advance of the time due, except for customary security deposits or one month's rent.

4.5 Defaults: To the best of Assignors' knowledge and belief, no Lease is in default, nor is any Assignor aware of any information that a tenant intends to default under a Lease, or intends to notify Assignors that any Assignor is in default under a Lease, except as has been previously disclosed to Assignee in writing.

4.6 Undisclosed Leases: None of the Assignors have entered into any lease for all or any part of the Property, except those previously disclosed to Assignee in writing, or copies of which have been previously delivered to Assignee.

4.7 Assignment: Assignors have not previously assigned all or any part of the Leases or Rents, nor any right, title or interest therein.

4.8 Execution and Delivery: The Note, Mortgage and Security Agreement have been duly executed and delivered by Assignors to Assignee.

## ARTICLE 5

### COVENANTS OF ASSIGNORS

5.1 Attorney-in-Fact: Assignee is hereby appointed attorney-

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In fact of Assignors with full power of substitution and with full power and authority to act in the name of Assignors with respect to the subject matter of this Assignment, including without limitation, anything relating to the Indebtedness or the Property. In connection therewith, in addition to other things deemed necessary by Assignee to effectuate the intent and object of this Assignment, upon the occurrence of an Event of Default, Assignee may, without limitation:

(a) Demand, recover and receive the Rents, or any part thereof, from any person whomsoever;

(b) Maintain any and all actions or proceedings to recover the Rents, enforce the Leases, or to remove tenants or occupants from the Property;

(c) Perform such acts as may be required of any of the Assignors by all Leases, any other tenancy of the Property, any other agreement affecting the Property, or any part thereof and this Assignment;

(d) Lease the Property, or any part thereof, which is now or may become vacant, for such periods as Assignee may deem proper;

(e) Perform such acts and execute and/or deliver all papers, leases, licenses, franchises and agreements that may be required in any action or proceeding affecting the Property, and in managing and operating the Property;

(f) Pay out of the Rents, all sums deemed necessary by Assignee for general improvements, tenant improvements, protection, operation, business expenses, leasing, managing (whether by retained agent or otherwise), or preservation of the Property, including, without limitation, payment of taxes, assessments, management fees, leasing commissions, utilities, liens, and insurance premiums, and all security, maintenance, and repair charges. If the Rents are not sufficient to cover such payments, together with sums due on the Indebtedness, Assignors will promptly reimburse Assignee to the extent thereof, together with the Note rate of interest thereon. The obligation by Assignors to pay such sums to Assignee shall be secured hereby. Nothing contained herein shall in any way obligate Assignee to pay any item listed in this subparagraph (f), to act in any manner on behalf of Assignors, or to relieve Assignors from their duty to perform according to the provisions of the Leases. This Assignment confers upon Assignee a power coupled with an interest and shall be irrevocable so long as the Indebtedness remains unpaid.

5.2 Duties and Obligations: Each Assignor will duly perform

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all the duties and comply with all the obligations, terms and conditions, required of it by the Leases.

5.3 Assignment and Prepayment: Assignors will not, without Assignee's written consent, otherwise assign the Leases or the Rents, nor any part thereof, nor accept prepayments or installments of same before they become due, except that Assignors may accept security deposits and one month's Rent, in advance, from tenants.

5.4 Additional Acts: Assignors will perform all necessary further acts to authorize payment of the Rents to Assignee, and will execute and deliver to Assignee any and all further instruments and perform all further acts requested by Assignee to effectuate the purposes of this Assignment.

5.5 Irrevocable Consent: Assignors irrevocably consent that any tenant, occupant, or other person in possession or occupancy of all or any part of the Property may completely rely upon Assignee's notice of Assignors' default hereunder and the right of Assignee to exercise its rights granted hereby without requirement on the part of such person to independently determine the actual existence of such default.

5.6 Notice: Assignors shall promptly give Assignee written notice of an Event of Default or proposed default under any lease, and, in any event, shall give such notice in sufficient time to enable Assignee to cure the same prior to the tenant thereof having a right to terminate by reason of such Event of Default. Any new Lease shall contain a provision requiring the tenant thereunder to notify Assignee of any Event of Default by the landlord thereunder and granting Assignee an opportunity for a reasonable time after such notice to cure such Event of Default prior to any right accruing to the tenant to terminate such lease; provided, nothing herein shall be deemed to impose upon Assignee any obligation to cure said Event of Default, nor any liability for not taking action to cure the same.

5.7 Modification: Assignors agree not to enter into, terminate, alter, modify, default under, add to or amend any Lease, nor give or effect any waiver or concession thereof or thereunder, nor cancel or release any guarantor thereon, in whole or part, nor exercise any option under any Lease, nor consent to the assignment of any Lease, or the subletting of the space covered thereby, nor allow any Lease to be merged with any other interest, nor accept the surrender of any Lease, or any of the Property covered thereby, without the prior written consent of Assignee, except that Assignors may enter into, terminate, alter, modify, default under, add to or amend any Lease for space of 3,000 square feet or less without the written consent of Assignee. If Assignors request in writing Assignee's consent to any matter described in this Section 5.7, such consent shall be deemed to have been given by Assignee if

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Assignee does not give Assignors written notice that it is refusing to give its consent within 10 days after the written request of Assignor.

5.8 Surrender of Possession: Upon the occurrence of an Event of Default, upon demand, Assignors shall surrender possession of the Property to Assignee. Upon entry, Assignee may exercise all or any of the rights and powers granted it hereby, but no such entry by or on behalf of Assignee shall be deemed to constitute Assignee a "mortgagee in possession". If Assignors remain in possession of the Property after such Event of Default, its possession shall be as a tenant of Assignee; and Assignors agree to pay to Assignee, in advance upon demand, a reasonable monthly rental for the Property or part thereof so occupied. This covenant shall, at the option of Assignee, become operative immediately upon the occurrence of an Event of Default, regardless of whether foreclosure proceedings have been instituted or application has been made for the appointment of a receiver.

5.9 Copies: Within 5 days of any Assignors' receipt of duly executed and delivered copies of the Leases, Assignors shall deliver true and complete copies of same to Assignee, and shall also within 5 days of receipt of same, deliver true and complete copies of all executed amendments, renewals, replacements, modifications, additions, and extensions of the Leases. Assignors shall also deliver to Assignee, within 5 days of receipt of same, true and complete copies of all notices received from a tenant or occupant of the Property that may materially affect a Lease.

5.10 Management and Enforcement: Assignors agree to manage the Property in accordance with sound business practices, to diligently enforce the Leases and the obligations of any guarantor thereon, to do or cause to be done all of the landlord's obligations thereunder, to do or cause to be done any specific action required by Assignee with respect thereto in furtherance of this Assignment, and not to do nor cause to be done anything to impair the value of the Leases, or the Property, as security for the Indebtedness.

## ARTICLE 6

### MISCELLANEOUS

6.1 Claims Under Lease: Assignee shall be deemed to be the creditor of all tenants under the Leases with respect to all Assignors' claims against such tenants for damages, and under the Leases; and Assignee shall have the right (but not the obligation) if an Event of Default hereunder exists to file said damage claim or claims under the Leases in all actions or proceedings involving

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or affecting such tenants, including, without limitation, actions or proceedings involving an assignment for the benefit of creditors, bankruptcy, reorganization, insolvency, dissolution and receivership. Assignors hereby assign to Assignee all such claims for damages and claims under the Leases, and all money received as a result thereof. Assignors hereby irrevocably appoint Assignee its attorney-in-fact with full power of substitution, and with full power to make and file such claims, to appear in any such action or proceedings, and to collect all money resulting therefrom or awarded therein.

6.2 Standard Lease: Assignors do not and shall not have the authority to lease all or any part of the Property, except by using a standard lease form previously approved by Assignee, or by using another lease form previously approved by Assignee. The lease of all or any part of the Property, including, without limitation, the rent reserved, shall be on reasonable terms, customary for the rental of like space in the locale where the Property are located. Assignee shall not be bound, in any way at any time, by any lease entered into by Assignors in violation of this paragraph, or in violation of the Mortgage.

6.3 Assignee's Obligation: Notwithstanding any legal presumption or implication to the contrary, Assignee shall not be obligated by reason of its acceptance of this Assignment, nor by the collection of any Rent, to perform any obligation of any Assignor as landlord under the Leases, nor shall Assignee be responsible for any act committed by any Assignor, or any breach or failure to perform by any Assignor with respect to a Lease; and Assignors hereby agree to indemnify Assignee and save it harmless from and against all losses, liabilities, damages and expenses, including reasonable attorneys' fees, resulting from all claims made against Assignee which arise out of, from or in connection with the Leases, the Property, or this Assignment except claims arising from the gross negligence of Assignee. However, Assignee may, at its sole option, and without further releasing Assignors from any obligation hereunder, or under the Leases, discharge any obligation which Assignors fail to discharge, including, without limitation, defending any legal action; and Assignors agree to immediately pay, upon demand, all sums expended by Assignee in connection therewith, including Assignee's costs and expenses, including reasonable attorneys' fees, together with interest thereon at the rate provided for in the Note; and the amount of same shall be added to the Indebtedness. Neither the acceptance of this Assignment, nor the collection of Rent or other sums due or to become due under the Leases, shall constitute a waiver of any right of Assignee under the Note, Mortgage, or any other document or instrument pledging or granting a security instrument in property to secure payment of the Note and the performance of Assignors' obligations thereunder and under the Mortgage.

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6.4 Notice of Default: Assignors hereby authorize Assignee to give written notice of this Assignment at any time to the tenants under the Leases. All tenants are authorized and directed to pay rent directly to Assignee upon receipt from Assignee of a statement that Assignors are in default hereunder, or under the Note or Mortgage, accompanied by a demand for such payment, without any further proof of Assignors' default.

6.5 Assignee's Liability: Assignee's obligation as to any Rent actually collected shall be discharged by application of such Rent for the purposes described in this Assignment. Assignee shall not be liable for uncollected Rents, nor for any claim for damages or costs arising out of Assignee's management of the Property, other than for damages arising from Assignee's gross negligence. Assignee shall not be liable to any tenant for the return of any security deposit made under a Lease, unless Assignee shall actually have received such security deposit from Assignors or such tenant.

6.6 Waiver: The failure on the part of Assignee to exercise any right hereunder shall not operate as a waiver thereof. The waiver of any provision herein by Assignee, or the consent to any departure from any such provision, including, without limitation, the exercise, from time to time, of any right hereunder by Assignee after the occurrence of an Event of Default and the waiver or curing of same, shall not be deemed a waiver of that or any other right at that time, nor a waiver of that or any other right subsequent thereto, but shall be applicable only in the specific instance or for the purpose for which such waiver or consent was given.

6.7 Receiver in Foreclosure: In the event that a receiver shall be appointed in a foreclosure action on the Mortgage, the rights and powers granted Assignee hereby shall inure to the benefit of such receiver; and shall be construed to be in addition to all rights and powers given receivers under the law of the jurisdiction where the Property are located.

6.8 Taking of Possession and Collection: The taking of possession and collection of Rent by Assignee pursuant hereto shall not be construed to be an affirmation of any Lease, and Assignee, or a purchaser at any foreclosure sale of the Property may, if otherwise entitled to do so, exercise the right to terminate any Lease as though such taking of possession and collection of Rent had not occurred.

6.9 Extension on Indebtedness: If, at any time or times, the time of payment of the Indebtedness, or any part thereof, is extended, if the Note are renewed, extended, modified or replaced, or if any security for the Note is released, Assignors and all other persons now or hereafter liable on the Indebtedness, or interested in the Property, shall be deemed to have consented to

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such extension, renewal, modification, replacement, or release, and their liability thereon, the lien hereof, and the rights created hereby shall continue in full force and effect.

6.10 Severability: If any obligation, term, or condition of this Assignment is deemed illegal or unenforceable, all other obligations, terms, and conditions, and the application thereof to all persons and circumstances subject hereto, shall remain unaffected to the extent permitted by law; and if application of any obligation, term, or condition to any person or circumstance is deemed illegal or unenforceable, the application of such obligation, term or condition to any other person or circumstance shall remain unaffected to the extent permitted by law.

6.11 Recording Information: Assignee is authorized to insert in executed copies of this Assignment and in any Uniform Commercial Code financing statement executed in connection herewith or with the Indebtedness, dates, Recorder's File and Instrument Numbers, and other recording information omitted therefrom, notwithstanding the fact that the same may not become available until after the date of the execution of this Assignment; and the Recorder of the County in which the Property are located is authorized to enter a reference to the execution, existence and filing of this Assignment upon its records.

6.12 Subordination: Assignee may consent to the subordination of the Leases to its Mortgage and this Assignment without any further consent being necessary or required on the part of Assignors.

6.13 Assignability: This Assignment shall be binding upon Assignors and their successors and assigns, including any subsequent owner of the Property, and shall inure to the benefit of Assignee and its successors and assigns, including any Assignee of the Note, Security Agreement and Mortgage. In furtherance and not in limitation of the foregoing, Assignee, as the holder of the Mortgage, shall have the right to assign all of Assignee's right, title and interest in and to the Leases to any subsequent holder of the Mortgage, and also to assign the same to any person acquiring title to the Property through foreclosure or otherwise.

6.14 Headings: Captions and titles used in this Assignment have been inserted for convenience only, and shall not be deemed or construed to have any effect upon the scope or meaning of any of the terms, obligations, or conditions of this Assignment.

6.15 Validity: The affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee showing that any part of the Indebtedness remains unpaid shall be conclusive evidence of the validity, effectiveness and continuing force of this Assignment, and any person may and is hereby

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authorized to rely thereon. Assignors hereby authorize and direct any tenant, occupant or user of the Property, or any part thereof, upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Note and that an Event of Default exists thereunder, or under the Mortgage, to perform this Assignment in accordance with the terms hereof for the benefit of Assignee.

6.16 Discharge: This Assignment is given for the purpose of securing Assignors' performance of all their obligations under the Note, Security Agreement, and Mortgage; and accordingly, upon payment in full of the indebtedness and the discharge of all Assignors' other obligations under the Note, Security Agreement, and Mortgage, as evidenced by the recording of an instrument formally satisfying the Mortgage without the consequent recording of another mortgage covering the Property in favor of Assignee, this Assignment shall automatically become null and void.

6.17 Third Party Reliance: Any third party may rely upon this Assignment upon presentation to them of a copy or facsimile thereof, certified to be an exact, complete, and true copy by an attorney duly admitted to practice law in the jurisdiction where the Property are located; and no revocation or termination hereof, by operation of law or otherwise, shall be effective as to such third party, and such third party may rely fully and completely hereon, unless and until written notice of such revocation or termination is actually received by such third party from Assignee.

6.18 Waiver by Assignee: This Assignment may not be waived, modified, altered, or amended in any manner or form, except by an agreement, in writing, executed by a duly authorized officer of Assignee, which writing shall make specific reference to this Assignment.

6.19 Gender and Number: Relative words and any reference to Assignors and Assignee shall be read in the singular or plural when appropriate, and words of masculine or neuter import shall be read as if written in the masculine, feminine, or neuter when appropriate. If more than one party joins in the execution hereof, the covenants and agreements contained herein shall be the joint and several obligation of each of them.

6.20 Notices: All notices or other communications required or permitted hereunder shall be (a) in writing and shall be deemed to be given when either (i) delivered in person, (ii) three business days after deposit in a regularly maintained receptacle of the United States mail as registered or certified mail, postage prepaid, (iii) when received if sent by private courier service, or (iv) on the day on which the party to whom such notice is addressed refuses delivery by mail or by private courier service, and (b) addressed as follows:

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If to Lender: First Midwest Bank, N.A.  
1000 Lakehurst Road  
Waukegan, Illinois 60085  
Attention: Lawrence Walther  
Vice President

With copy to: Edward W. Malstrom  
Miller, Shakman, Hamilton,  
Kurtzon & Schlifke  
208 South LaSalle Street  
Suite 1100  
Chicago, Illinois 60604

If to Assignors: c/o Marc Realty  
223 West Jackson Boulevard  
Chicago, Illinois 60606  
Attn: Laurence Weiner

With copy to: Katz, Randall & Weinberg  
200 North LaSalle  
Suite 2300  
Chicago, Illinois 60601  
Attention: Arnold Weinberg

6.21 Defaults: Failure of the Assignors to make any payment due hereunder on the date when due or to cure any other default hereunder within thirty (30) days of written notice thereof shall constitute an Event of Default hereunder.

6.22 No Extension of Indebtedness: Nothing contained in this Assignment shall operate as or be deemed to be an extension of time for payment of the Indebtedness, or in any way affect any of Assignee's rights, powers or remedies to enforce payment of the Indebtedness, or any part thereof.

6.23 Cumulative Remedies and Rights: All rights and remedies of Assignee hereunder are cumulative.

6.24 Successors and Assigns: This Assignment shall be binding upon Assignors, their successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

6.25 Jurisdiction; Venue; Service of Process. Assignors irrevocably agree that, subject to Assignee's sole and absolute election, all actions or proceedings in any way, manner or respect arising out of, or from, or related to, this Agreement shall be litigated only in courts having situs within Cook County, Illinois

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(as Assignee in its sole discretion elects). Assignors hereby consent and submit to the jurisdiction of any local, state or federal court located within such county. Assignor hereby waives any right it may have to transfer or change the venue of any litigation brought in accordance with this paragraph. Assignors hereby irrevocably waive the right to trial by jury with respect to any action in which Assignors and Assignee are parties. Assignors hereby waive personal service of process in any suit commenced in connection with this instrument, agree and consent that service of process by certified mail, return receipt requested, directed to the last known address of Assignors shall be satisfactory service of process in connection with any suit brought in connection with this instrument and agree that such service of process shall be deemed completed ten (10) days after mailing thereof.

IN WITNESS WHEREOF, Assignors has executed this Assignment the day and year first set forth above.

NATIONAL PLAZA I, L.L.C. an Illinois  
limited liability company

By: Gerald Lee Nudo  
Gerald L. Nudo

Its: Manager

By: Laurence Weiner  
Laurence Weiner

Its: Manager

NATIONAL PLAZA II, L.L.C., an  
Illinois limited liability company

By: Gerald Lee Nudo  
Gerald L. Nudo

Its: Manager

By: Laurence Weiner  
Laurence Weiner

Its: Manager

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NATIONAL PLAZA III, L.L.C., an  
Illinois limited liability company

By: Gerald L. Nudo  
Gerald L. Nudo

(L.L.C.): Manager

By: Laurence Welner  
Laurence Welner

Its: Manager

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7/1/2010

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK )

I HEREBY CERTIFY that on this 19th day of May, 1995, before me personally appeared Gerald L. Nudo and Laurence Weiner, each a Manager of National Plaza I, L.L.C., an Illinois Limited Liability company, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such Manager for the use and purpose therein mentioned, and that the such instrument is the act and deed of such Company.

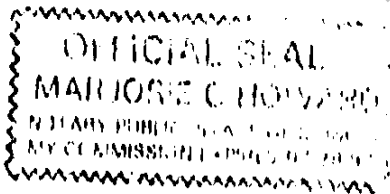
WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

McHoward

Notary Public

My Commission Expires: \_\_\_\_\_



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STATE OF ILLINOIS)

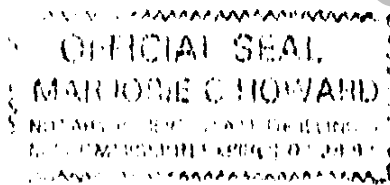
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COUNTY OF COOK )

I HEREBY CERTIFY that on this 19<sup>th</sup> day of May, 1995, before me personally appeared Gerald L. Nudo and Laurence Weiner, each a Manager of National Plaza II, L.L.C., an Illinois limited liability company, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such Manager for the use and purpose therein mentioned, and that the such instrument is the act and deed of such Company.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)



MC Howard

Notary Public

My Commission Expires: \_\_\_\_\_

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7-10-2018



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STATE OF ILLINOIS)  
                             ) SS.  
COUNTY OF COOK   )

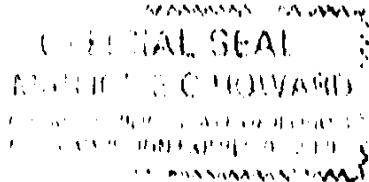
I HEREBY CERTIFY that on this 19th day of May, 1995, before me personally appeared Gerald L. Nudo and Laurence Weiner, each a Manager of National Plaza III, L.L.C., an Illinois limited liability company, to me known to be the same persons who signed the foregoing instrument as their free act and deed as such Manager for the use and purpose therein mentioned, and that the such instrument is the act and deed of such Company.

WITNESS my signature and official seal at Chicago in the County of Cook and State of Illinois, the day and year last aforesaid.

(NOTARY SEAL)

McHoward  
Notary Public

My Commission Expires: \_\_\_\_\_



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EXHIBIT "A"

## LEGAL DESCRIPTION

### National Plaza 1 Property

Parcel 3

LOT 1 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Parcel 4

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 FOR INGRESS AND EGRESS, AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182 OVER AND ACROSS THE FOLLOWING DESCRIBED PROPERTY:

THE NORTH 24 FEET OF LOT 2, THE SOUTH 8 FEET OF LOT 4, THE NORTH 6 FEET AND THE SOUTH 14 FEET OF LOT 5 ALL IN ANDERSON'S WOODFIELD PARK, AFORESAID;

Parcel 5

EASEMENTS APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS AFORESAID TO PARK MOTOR VEHICLES UPON 64 CONTIGUOUS PARKING SPACES LOCATED ON THAT PART OF LOT 7 IN ANDERSON WOODFIELD PARK, AFORESAID, WITHIN 200 FEET OF THE SOUTH LINE OF SAID LOT 1, AND AN EASEMENT TO PASS OVER AND ACROSS DRIVES AND ROADWAYS EXISTING ON SAID LOT 7 FOR INGRESS AND EGRESS TO AND FROM SAID PARKING AREA, IN COOK COUNTY, ILLINOIS;

Parcel 6

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 3 AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS AFORESAID TO PARK MOTOR VEHICLES UPON PARKING AREAS EXISTING FROM TIME TO TIME UPON LOT 2 IN ANDERSON'S WOODFIELD PARK, AFORESAID AND FOR RIGHT TO PASS OVER AND ACROSS DRIVES AND ROADWAYS EXISTING FROM TIME TO TIME ON SAID LOT 2 FOR INGRESS AND EGRESS TO SAID PARKING AREAS.

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## National Plaza II Property

Parcel 7

LOT 2 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON PLAT OF SUBDIVISION RECORDED OCTOBER 7, 1974 AS DOCUMENT 22869159, IN COOK COUNTY, ILLINOIS.

Parcel 8

EASEMENTS FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 7 AS CREATED BY THAT CERTAIN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182.

## National Plaza III Property

Parcel 1

LOT 1 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN AS SHOWN ON THE PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT 24058478, IN COOK COUNTY, ILLINOIS.

Parcel 2

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT FROM LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 4, 1974 AND KNOWN AS TRUST NUMBER 47268 TO LA SALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED AUGUST 1, 1977 AND KNOWN AS TRUST NUMBER 52000 AND CONNECTICUT GENERAL LIFE INSURANCE COMPANY, A CONNECTICUT CORPORATION, DATED OCTOBER 28, 1977 AND RECORDED OCTOBER 31, 1977 AS DOCUMENT 24170478 FOR THE RIGHT TO CONNECT TO, USE, AND MAINTAIN THAT CERTAIN STORM SEWER LOCATED WITHIN THE FOLLOWING DESCRIBED PARCEL OF LAND: THE WEST 15 FEET OF LOT 2 OF ANDERSON'S RESUBDIVISION OF LOT 7 IN ANDERSON'S WOODFIELD PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AS SHOWN ON PLAT OF RESUBDIVISION RECORDED AUGUST 15, 1977 AS DOCUMENT 24058478 FOR THE PURPOSE OF PROVIDING STORM WATER DRAINAGE FOR PARCEL 1.

Parcel 2A

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS (BUT NOT FOR PARKING), AS SET FORTH IN DECLARATION OF RIGHTS AND EASEMENTS DATED NOVEMBER 6, 1974 AND RECORDED NOVEMBER 14, 1974 AS DOCUMENT 22908182.

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