

# UNOFFICIAL COPY

Prepared by and after recording return  
to:

Howard Goldman  
Heitman Financial Services Ltd. **96952616**  
180 North LaSalle Street  
Suite 3600  
Chicago, IL 60601

DEPT-01 RECORDING \$29.50  
T#0011 TRAN 4669 12/17/86 15:01:00  
#5120 # KP \*-96-952616  
COOK COUNTY RECORDER

A9600181  
(178)

## ASSIGNMENT AND ASSUMPTION OF LEASES

FOR VALUE RECEIVED, MONTGOMERY/MADISON ASSOCIATES LIMITED PARTNERSHIP, a Delaware limited partnership ("Assignor"), whose address is Suite 3600, 180 North LaSalle Street, Chicago, Illinois 60601, hereby ASSIGNS, TRANSFERS and CONVEYS to 105 WEST MADISON L.L.C., a Delaware limited liability company ("Assignee"), whose address is Suite 3600, 180 North LaSalle Street, Chicago, Illinois 60601, all of its right, title and interest in and to all leases, subleases, rental agreements, concession agreements, licenses and any other agreements (the "Leases") which relate in any way to the occupying of all or any part of the property described in Exhibit A hereto. 2150  
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TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever.

Assignor hereby:

**96952616**

(a) Agrees to indemnify, protect, defend and hold Assignee and its successors harmless from and against any and all claims, damages, losses, suits, proceedings, costs and expenses (including, but not limited to, attorneys' fees of counsel selected by Assignee) arising in connection with the Leases and relating to the period of time prior to the date hereof.

(b) It is expressly understood and agreed, anything contained herein to the contrary notwithstanding, that all of the agreements, representations and warranties made by Assignor hereunder are not made for the purpose or with the intention of binding in their individual capacities any of Assignor's partners or any of the shareholders, officers, directors, employees or agents of Assignor or its partners, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Assignor (which in no event shall include the negative capital account of any partner of Assignor) that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against any of the foregoing (beyond Assignor's assets) on account of any agreement, representation or warranty of Assignor, either express or

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implied, all such personal liability or responsibility, if any (beyond Assignor's assets) being expressly waived.

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Assignee hereby:

- (a) Accepts the within assignment.
- (b) Assumes and agrees to perform all Assignor's obligations under the Leases from and after the date hereof.
- (c) Agrees to indemnify, protect, defend and hold Assignor and its predecessors in interest harmless from and against any and all claims, damages, losses, suits, proceedings, costs and expenses (including, but not limited to, attorneys' fees of counsel selected by Assignor) arising in connection with the Leases and relating to the period of time subsequent to the date hereof.
- (d) It is expressly understood and agreed, anything contained herein to the contrary notwithstanding, that all of the agreements, representations and warranties made by Assignee hereunder are not made for the purpose or with the intention of binding in their individual capacities any of the members, shareholders, officers, directors, employees or agents of Assignee, but are made and intended solely for the purpose of binding (and shall be enforceable against) only the assets of the Assignee (which in no event shall include the negative capital account of any member of Assignee) and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against any of the foregoing (beyond Assignee's assets) on account of any agreement, representation or warranty of Assignee, either express or implied, all such personal liability or responsibility, if any (beyond Assignee's assets) being expressly waived.

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IN WITNESS WHEREOF

the parties have executed this instrument as of

December 17, 1996

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**ASSIGNOR:**

**MONTGOMERY/MADISON ASSOCIATES  
LIMITED PARTNERSHIP**, a Delaware limited  
partnership

By: Montgomery/Madison Corp., general partner

By: [Signature] M.B.  
Name: Stuart Katz  
Title: Vice President

**ASSIGNEE:**

**105 WEST MADISON L.L.C.**, a Delaware limited  
liability company

By: [Signature]  
Name: Stephen Perlmutter  
Title: Manager

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STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1996, by Stuart Katz the Vice President of Montgomery/Madison Corporation, on behalf of Montgomery/Madison Associates Limited Partnership.

Howard Gold  
Notary Public



\_\_\_\_\_ County, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

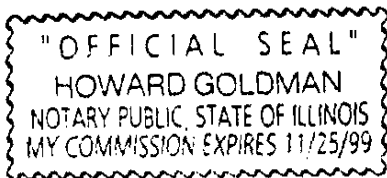
STATE OF ILLINOIS )

) ss

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1996, by Stephen Perlmutter the Manager of 105 West Madison L.L.C.

Howard Gold  
Notary Public



\_\_\_\_\_ County, State of \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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## EXHIBIT A - LEGAL DESCRIPTION

That part of Original Lots 3 and 4 in Block 118 in School Section addition to Chicago, which is bounded and described as follows:

Beginning at the North East corner of said Original Lot 4, said corner being also the South West corner of Madison and Clark Streets; running thence South with the East line of said Original Lot 4, a distance of 50 feet and 8 inches to a point; thence West parallel with the South line of said Madison Street, 125 feet more or less to an alley; thence North with the East line of said alley 50 feet 8 inches to the South line of said Madison Street; thence East with said South line of Madison Street 125 feet more or less to the point of beginning;

(126.22 feet measure)

said premises being also known and described as Lots 7, 8 and 8 1/2 in Assessor's Division of said Block 118 according to the Plat thereof of said Subdivision recorded in Book 169 of Maps, Page 27, Section 16, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Permanent Index Numbers: 17-16-204-011  
17-16-204-012

Volume: 511

Commonly known as 105 West Madison, Chicago, Illinois

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(126.22 feet measure)

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