

# UNOFFICIAL COPY

97507584

This document prepared by  
and after recording return  
to:

Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attn: Janet B. Cory, Esq.

DEPT-01 RECORDINGS \$51.00  
T#0012 TRAN 5939 07/15/97 11:37:00  
#9312 ÷ CG \*-97-507584  
COOK COUNTY RECORDER

*This space reserved for Recorder's use only.*

76 70062 D2 30F3

## ASSIGNMENT OF LEASES AND RENTS

This Assignment is made, as of the 1st day of July, 1997, from **TTC OAK PARK LIMITED PARTNERSHIP**, an Illinois limited partnership ("Borrower") and **COLE TAYLOR BANK**, not personally but solely as Trustee under Trust Agreement dated December 6, 1996 and known as Trust No. 96-4164 ("Trustee"), Trustee and Borrower are jointly referred to herein as "Assignor") to **LASALLE NATIONAL BANK**, a national banking association ("Lender");

5100  
B

## RECITALS:

A. Trustee has executed a Mortgage Note of even date herewith to the order of Lender in the principal amount of Seven Million Dollars (\$7,000,000) (the "Note"). Assignor has executed a Mortgage ("Mortgage"), to secure the Note, covering the premises ("Premises") legally described in Exhibit A hereto.

B. Assignor and Lender have entered into a Construction Loan Agreement of even date herewith ("Loan Agreement"), which requires the execution and delivery of this Assignment.

C. Assignor has agreed to execute and deliver this Assignment as additional security for the Note.

NOW, THEREFORE, Assignor, for and in consideration of these presents and the mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as further and additional security for payment of the Note; the principal sum, interest, premiums and other indebtedness evidenced

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**BOX 333-CTI**

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thereby; any amendments, extensions or renewals of the Note; any other indebtedness or obligation secured or guaranteed by the Mortgage; payment of all other sums with interest thereon becoming due and payable to Lender under the provisions of this Assignment; and the performance and discharge of each and every obligation, covenant and agreement of Assignor contained in this Assignment, the Note, the Mortgage, the Loan Agreement or any of the other "Loan Documents" (as defined in the Loan Agreement), does hereby sell, assign and transfer unto Lender its interest in, to and under (i) the identified leases, if any, shown on Schedule I attached hereto ("Identified Leases"); (ii) all leases, licenses or tenancies (including concessions) of the Premises or any part thereof, or any letting of or agreement for the use or occupancy of the Premises or any part thereof, whether written or oral, heretofore or hereafter made or agreed to by any party, including without limitation, Lender in the exercise of the powers herein conferred or otherwise; and (iii) any and all extensions, renewals and replacements of any of the foregoing (all of the leases, tenancies and rights described above are herein referred to as the "Leases"), together with all the rents, income, issues and profits now due and which may hereafter become due under or by virtue of the Leases, together with all guaranties of any of the foregoing, it being the intention hereby to establish an absolute transfer and assignment of all of the foregoing to Lender.

To protect and further the security of this Assignment, Assignor agrees as follows:

1. **Agreements Regarding Leases.** Borrower agrees, represents, warrants and covenants unto Lender and Trustee agrees, represents and covenants unto Lender as follows:

(a) Assignor is the sole owner of the entire interest of the landlord in the Leases; without Lender's prior written consent, Assignor will not transfer, sell, assign, pledge, encumber or grant a security interest in any of the Leases; without Lender's prior written consent, Assignor will not consent to, suffer or permit the assignment or subletting of any leasehold estate created thereunder, except as may be provided in a Lease; and any attempted assignment or subletting without Lender's written consent, whether by Assignor or by a tenant, shall be null and void;

(b) the Leases are valid and enforceable in accordance with their terms, and shall remain in full force and effect irrespective of any merger of the interest of landlord and tenant thereunder;

(c) Borrower will promptly notify Lender of any written notice of default given or received by landlord or tenant under the Leases;

(d) if any Lease provides for the abatement of rent during repair of the premises demised thereunder by reason of fire or other casualty, Borrower shall furnish rental insurance to Lender in an amount and form and written by insurance companies as shall be satisfactory to Lender;

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(e) Assignor shall not hereafter permit any Lease to become subordinate to any lien other than the lien of the Mortgage and any liens to which the Mortgage is now, or may pursuant to its terms become, subordinate;

(f) Except as permitted by the Loan Agreement, Assignor shall not hereafter terminate, modify or amend any of the Leases or any of the terms thereof nor enter into any new Leases without the prior written consent of Lender, and any attempted termination, modification or amendment of any of the Leases or new Lease without such written consent shall be null and void;

(g) no payment of rent other than with respect to future obligations, such as taxes, has been or will be made by any tenant or by any person in possession of any portion of the Premises for more than one (1) month's installment in advance or has been or will be waived, released, reduced or discounted, or otherwise discharged or compromised by Assignor, and Assignor waives any right of set-off against any tenant or any person in possession of any portion of the Premises; Assignor has not made and will not make any (other) or further assignment of the rents, issues, income or profits of the Premises or of the Leases except subsequent to or in connection with the release of this Assignment with respect to such portion of the Premises so released;

(h) Assignor shall timely perform all of its covenants and agreements under the Leases;

(i) Assignor shall not commence proceedings to evict, remove or dispossess any tenant under any Lease or to terminate any Lease without prior written notice to Lender;

(j) the Identified Leases are valid and unmodified and in full force and effect, except as indicated herein, and neither the landlord nor any of the tenants thereunder are in default under any of the terms, covenants or conditions thereof, no event or condition has occurred or presently exists which could, but for the passage of time, the giving of notice, or both, constitute a default by either the landlord or any of the tenants thereunder, and none of the tenants thereunder has any rights of set-off or counterclaim or any defense to full performance of such tenant's obligations thereunder;

(k) Assignor shall not waive, cancel, release, modify, excuse, condone, discount, set-off, compromise or in any manner release or discharge any tenant under any of the Leases from any material obligation, covenant, condition or requirement of said Leases, without prior written consent of Lender.

Any amounts received by Assignor or its agents for performance of any actions prohibited by the terms of this Assignment, including any amounts received in connection with any cancellation, modification or amendment of any of the Leases prohibited by the terms of this Assignment

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and any amounts received by Assignor as rents, income, issues or profits from the Premises from and after the date of any Default under the Loan Agreement or under any of the Loan Documents, which Default shall not have been cured within the time periods, if any, expressly established therefor, shall be held by Assignor as trustee for Lender and all such amounts shall be accounted for to Lender and shall not be commingled with other funds of Assignor. Any person acquiring or receiving all or any portion of such trust funds shall acquire or receive the same in trust for Lender as if such person had actual or constructive notice that such funds were impressed with a trust in accordance herewith; by way of example and not of limitation, such notice may be given by an instrument recorded with the Recorder of Deeds of the county in which the Premises are located stating that Assignor has received or will receive such amounts in trust for Lender.

2. **Waiver of Liability.** Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers granted by the Mortgage, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Assignor.

3. **Further Assurances and Assignments.** Assignor further agrees to execute and deliver immediately upon the request of Lender, all such further assurances and assignments concerning the Leases or the Premises as Lender shall from time to time reasonably require.

4. **Exercise of Remedies.** Upon a Default under this Assignment or any other Loan Document, upon demand of Lender, Assignor agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Premises or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, without force or notice and with process of law, enter upon and take and maintain possession of all or any part of the Premises, together with all the documents, books, records, papers and accounts of Assignor or the then owner of the Premises relating thereto, and may exclude Assignor, wholly therefrom and may as attorney-in-fact or agent of Assignor, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and control the Premises and conduct the business, if any, thereof either personally or by its agents, with full power to use such measures, legal or equitable, as in its reasonable discretion may be deemed proper or necessary to enforce the payment of security of the rents, income, issues and profits of the Premises, including actions for the recovery of rent, actions in forcible detainer and actions in distress of real estate, hereby granting full power and authority to exercise each of the rights, privileges and powers herein granted at any and all times hereafter, and with full power to cancel or terminate any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same, to elect to disaffirm any Lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that may seem judicious, in its reasonable discretion, to insure and reinsure the same for all risks incidental to Lender's

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possession, operation and management thereof and to receive all such rents, income, issues and profits.

5. **Indemnity.** Lender shall not at any time (regardless of any exercise by Lender, or right of Lender to exercise, any powers herein conferred) be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any Leases or rental agreements relating to the Premises, and Borrower shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which Lender may or might incur under or by reason of (a) any Leases, (b) the assignment thereof, (c) any action taken by Lender or its agents hereunder, unless constituting willful misconduct or gross negligence, or (d) claims and demands which may be asserted against it by reason of any alleged obligations or undertakings on its part to (or to cause Assignor to) perform or discharge any of the terms, covenants or agreements contained in the Leases.

6. **Application of Proceeds.** Lender, in the exercise of the rights and powers conferred upon it by this Assignment, shall have full power to use and apply the rents, income, issues and profits of the Premises to the payment of or on account of the following, in such order as Lender may determine:

(a) operating expenses of the Premises, including costs of management and leasing thereof (including reasonable compensation to Lender and its agents, and lease commissions and other compensation and expenses of seeking and procuring tenants and entering into Leases), establishing any claims for damages, and premiums on insurance hereinabove authorized; it being expressly understood and agreed that Lender in the exercise of such powers may so pay any claims purporting to be for any operating expenses of the Premises;

(b) taxes and special assessments now due or which may hereafter become due on the Premises;

(c) the costs of all repairs, decorating, renewals, replacements, alterations, additions or betterments, and improvements of the Premises, including, without limitation, the cost from time to time of installing or replacing such fixtures, furnishings and equipment therein, and of placing the Premises in such condition as will, in the reasonable judgment of Lender, make it readily rentable;

(d) any indebtedness secured or guaranteed by the Mortgage or any deficiency which may result from any foreclosure sale.

7. **Power of Attorney.** Assignor does hereby appoint irrevocably the Lender as its true and lawful attorney in its name and stead and hereby authorizes Lender, with or without

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taking possession of the Premises, to rent, lease or let all or any portion of the Premises to any party or parties at such rental and upon such terms, in its reasonable discretion as it may determine, and to collect all of said rents, income, issues and profits now or hereafter arising from or accruing or due under the Leases with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions hereinafter set forth. Powers of attorney conferred upon Lender pursuant to this Assignment are powers coupled with an interest and cannot be revoked, modified or altered without the written consent of Lender. Notwithstanding the foregoing, Lender shall not exercise its rights under the power of attorney granted herein unless or until a Default shall occur hereunder.

8. **Occurrence of Default.** Although it is the intention of the parties that this Assignment is a present assignment, Lender shall not exercise any of the rights and powers conferred upon it herein until and unless there shall occur a Default as defined in the Loan Agreement, or a default in the performance and observance by any party other than Lender of its obligations and agreements under the Note, the Mortgage or the Loan Agreement, in each instance after any applicable grace periods shall have expired. Nothing herein contained shall be deemed to affect or impair any rights which Lender may have under the Note, Mortgage or Loan Agreement or to affect the impression of a trust upon funds received by a trustee in the manner provided for in Paragraph 1 above.

9. **Instruction to Tenants.** Assignor further specifically and irrevocably authorizes and instructs each and every present and future tenant or tenant under any Lease of the whole or any part of the Premises to pay all unpaid rent agreed upon in any Lease or other agreement for occupancy of any part of the Premises to Lender upon receipt of demand from Lender so to pay the same, without any inquiry as to whether or not said demand is made in compliance with the immediately preceding paragraph hereof. Lender has not received or been transferred any security deposit with respect to any Lease, and assumes no responsibility for any such security deposit until such time such security deposit (specified as such with specific reference to the Lease pursuant to which deposited) may be transferred to Lender and accepted by Lender by notice to the tenant under said Lease.

10. **Election of Remedies.** The provisions set forth in this Assignment shall be deemed a special remedy given to Lender, and shall not be deemed exclusive of any of the remedies granted in the Note or the Mortgage, but shall be deemed an additional remedy and shall be cumulative with the remedies therein and elsewhere granted Lender, all of which remedies shall be enforceable concurrently or successively. No exercise by Lender of any of its rights hereunder shall cure, waive or affect any default hereunder or Default under the Note or the Mortgage. No inaction or partial exercise of rights by Lender shall be construed as a waiver of any of its such rights and remedies, and no waiver by Lender of any such rights and remedies shall be construed as a waiver by Lender of any of its other rights and remedies.

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11. **Continual Effectiveness.** No judgment or decree which may be entered on any debt secured or intended to be secured by Lender shall operate to abrogate or lessen the effect of this instrument, but the same shall continue in full force and effect until the payment, discharge and performance of any and all indebtedness and obligations evidenced by the Note or secured or guaranteed by the Mortgage, in whatever form, and until all bills incurred by virtue of the authority herein contained have been fully paid out of rents, income, issues and profits of the Premises, or by Assignor, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless all indebtedness secured or guaranteed by the Mortgage is fully satisfied before the expiration of any period of redemption.

12. **Bankruptcy.** In the event any tenant under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Lender, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Lender. Assignor hereby assigns any such payment to Lender and further covenants and agrees that upon the request of Lender, it will duly endorse to the order of Lender any such check, the proceeds of which will be applied to whatever portion of the Indebtedness secured by this Assignment Lender may elect.

13. **Release of Mortgage.** To the extent, if any, that any provisions of the Mortgage may provide for the partial release thereof upon conditions therein stated, the Leases of any portion of the Premises which may be released from the lien of the Mortgage pursuant to such provisions, and any rents, issues and profits thereafter accruing with respect thereto, shall ipso facto be immediately released from this Assignment without the necessity of further action or instrument.

14. **Notices.** Any notice which any party hereto may desire or may be required to give to any other party hereto shall be in writing, and shall be deemed given (i) if and when personally delivered, or (ii) on the third (3rd) business day after being deposited in United States registered or certified mail, postage prepaid, or (iii) on the next business day if sent by a

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nationally recognized overnight courier, addressed to a party at its address set forth below, or at such other place as such party may have designated to all other parties by notice in writing in accordance herewith:

(a) If to Assignor: TTC Oak Park Limited Partnership  
9933 North Lawler  
Suite 516  
Skokie, Illinois 60077  
Attention: Howard Davis

with a copy to: Meltzer, Purtil & Stelle  
1515 East Woodfield Road, Suite 250  
Schaumburg, Illinois 60173  
Attention: William J. Mitchell, Esq.

and to: Cole Taylor Bank  
350 East Dundee Road  
Wheeling, Illinois 60090  
Attention: Land Trust Department

(b) If to the Lender: LaSalle National Bank  
135 South LaSalle Street  
Suite 1125  
Chicago, Illinois 60603  
Attention: John D. Berghorst

with a copy to: Rudnick & Wolfe  
203 North LaSalle Street  
Suite 1800  
Chicago, Illinois 60601  
Attention: Janet B. Cory, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

15. **Binding Agreements.** This Assignment and all provisions hereof shall be binding upon Assignor, its successors, assigns, executors, administrators and legal representatives and all other persons or entities claiming under or through it, and the word "Assignor," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note.

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16. **Governing Law; Interpretation.** This Assignment shall be governed by the laws of the State of Illinois in which State the Note and this Assignment were executed and delivered, the Premises are located, the proceeds of the Loan were disbursed by Lender, and the principal and interest due under the Note are to be paid. Wherever possible, each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or be invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

17. **Miscellaneous.** Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. As used in this Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

18. **Exculpation.** This Assignment is executed and delivered by the undersigned trustee, not personally, but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, provided that said Trustee hereby personally warrants that it possesses full power and authority to execute and deliver the same. It is expressly understood and agreed that nothing contained in this Assignment shall be construed as creating any liability on said Trustee personally to pay the indebtedness secured by this Assignment or any interest that may accrue thereon or to perform any covenant, express or implied, contained herein, all such personal liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder.

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STATE OF ILLINOIS    )  
                                  ) SS.  
COUNTY OF C O O K    )

I, Steven Bracci, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Seymour Tarman, the President of Chitown Development, Ltd., an Illinois corporation, the general partner of TTC OAK PARK LIMITED PARTNERSHIP, an Illinois limited partnership, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 15<sup>th</sup> day of July, 1997.

Steven J. Bracci  
Notary Public

My Commission Expires:

9/24/00



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## SCHEDULE I

### THE IDENTIFIED LEASES

<u>Name of Lessee</u>	<u>Date of Lease</u>	<u>Term of Lease</u>
1. The Gap, Inc.	April 21, 1997	10 years
2. The Gap, Inc., d/b/a Old Navy	June 18, 1997	10 years

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**EXHIBIT A**  
**TO**  
**COLLATERAL ASSIGNMENT OF LEASES AND RENTS**

**THE PREMISES**

**PARCEL 1:**

LOTS 1 THROUGH 7 AND PARTS OF LOTS 8, 9 AND 10 (EXCEPT THE NORTH 18.5 FEET OF LOTS 1 AND 10) IN TIMMES' SUBDIVISION OF BLOCKS 3, 4, 5 AND (EXCEPT THE SOUTHWEST 1/4) 6 IN KETTLESTRING'S ADDITION TO HARLEM, A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 2:**

LOT 11 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 3:**

LOT 10 (EXCEPT THE NORTH 18.5 FEET THEREOF TAKEN FOR STREET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

THE NORTH 71.84 FEET OF LOT 1 AND THE NORTH 71.84 FEET OF THE WEST 1/2 OF LOT 2 IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART OF PARCEL 4 HERETOFORE DEDICATED, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN WHAPLE'S SUBDIVISION AFORESAID, PROCEED SOUTH ALONG THE WEST LINE OF SAID LOT 1 TO A POINT 25 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 1, THENCE PROCEED IN A NORTHEASTERLY DIRECTION TO A POINT 20 FEET EAST OF THE NORTHWEST CORNER OF SAID LOT 1 AND ALONG THE NORTH LINE OF SAID LOT 1, THENCE PROCEED IN A WESTERLY DIRECTION TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## PARCEL 5:

THE EAST 1/2 OF LOT 2 (EXCEPT THE SOUTH 18.5 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

LOT 1 (EXCEPT THE NORTH 71.84 FEET) AND LOT 2 (EXCEPT THE NORTH 71.84 FEET) IN BLOCK 1 IN WHAPLE'S SUBDIVISION OF LAND IN THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

LOTS 3, 4 AND WEST 1/2 OF LOT 5 (EXCEPT THE SOUTH 18.5 FEET OF SAID LOTS CONVEYED TO THE VILLAGE OF OAK PARK FOR STREET PURPOSES BY DEED RECORDED AS DOCUMENT 11015975) IN WHAPLE'S SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, LYING EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THAT PART OF WESTGATE STREET LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, THENCE PROCEED 10 FEET SOUTH TO A POINT 10 FEET SOUTH OF SAID SOUTHWEST CORNER OF SAID LOT 1, THENCE PROCEED IN AN EASTERN DIRECTION 225 FEET TO A POINT 10 FEET SOUTH OF THE SOUTH LINE OF LOT 5 IN WHAPLE'S SUBDIVISION AFORESAID, THENCE PROCEED NORTH 10 FEET TO A POINT LYING ON THE SOUTH LINE OF SAID LOT 5 AND 24.99 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 5, THENCE PROCEED 225 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 9:

THAT PART OF WESTGATE STREET LYING ADJACENT AND BETWEEN AFORESAID PARCELS OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 1 IN TIMMES' SUBDIVISION AFORESAID, PROCEED TO A POINT 14 FEET NORTH OF SAID NORTHWEST CORNER OF SAID LOT 1 THENCE PROCEED EAST 225 FEET TO A POINT 14 FEET NORTH OF THE NORTH LINE OF SAID LOT 10 AND 24.99 FEET WEST OF THE NORTHEAST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, THENCE PROCEED 14 FEET SOUTH TO A

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POINT 24.99 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 10 THENCE PROCEED 225 FEET WEST TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

**PARCEL 10:**

THAT PART OF NORTH BOULEVARD LYING ADJACENT TO THE PARCELS OF LAND AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 10 IN BLOCK 1 IN WHAPLE'S SUBDIVISION AFORESAID, PROCEED IN A SOUTHERLY DIRECTION 15 FEET SOUTH, THENCE PROCEED IN A WESTERLY DIRECTION 160 FEET TO A POINT 40 FEET WEST OF THE EAST LINE OF LOT 9 IN TIMMES' SUBDIVISION AFORESAID, AND 40 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A NORTHWESTERLY DIRECTION TO A POINT 90 FEET WEST OF THE EAST LINE OF SAID LOT 9, AND 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A WESTERLY DIRECTION, 30 FEET, TO A POINT 26.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A NORTHERLY DIRECTION 25 FEET TO A POINT 1.17 FEET SOUTH OF THE NORTH LINE OF SAID LOT 9, THENCE PROCEED IN A WESTERLY DIRECTION 10 FEET TO A POINT 26.17 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 8 IN TIMMES' SUBDIVISION AFORESAID, THENCE PROCEED IN A NORTHERLY DIRECTION 4.92 FEET TO THE SOUTHWEST CORNER OF SAID LOT 8, THENCE PROCEED IN A SOUTHEASTERLY DIRECTION 152.73 FEET TO THE SOUTHEAST CORNER OF LOT 10 IN TIMMES' SUBDIVISION AFORESAID, THENCE PROCEED IN AN EASTERLY DIRECTION 100 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 1135-1145 LAKE STREET, CAN PARK, ILLINOIS

P.I.N.s: 16-07-124-002  
16-07-124-003  
16-07-124-004  
16-07-124-032  
16-07-124-033  
16-07-125-001  
16-07-125-002  
16-07-125-003  
16-07-125-004  
16-07-125-027  
16-07-125-028

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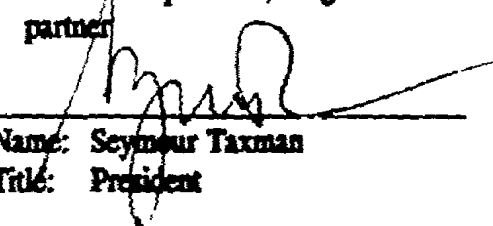
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IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed as of the day and year first above written.

**BORROWER:**


**TTC OAK PARK LIMITED  
PARTNERSHIP**

By: Chitown Development, Ltd., an  
Illinois Corporation, its general  
partner

By:   
Name: Seymour Taxman  
Title: President

**TRUSTEE:**

**COLE TAYLOR BANK, not personally  
but solely as Trustee aforesaid**

By:   
Name: MARIO V. GOTANCO  
Title: ASSISTANT VICE PRESIDENT

Attest:   
Title: LINDA L. HORCHER TRUST OFFICER

9750758A

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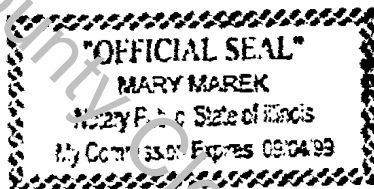
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, Mary Marek, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Mario V. Gotanco-Asst, Vice President of Cole Taylor Bank, a ~~LL Corporation~~ personally known to me to be acting not personally but as Trustee under Trust Agreement dated December 6, 1996 and known as Trust Number 96-4164, and Linda L. Horcher, Trust Officer of said Bank/Trust Company, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Trust Officer then and there acknowledged that he, as custodian of the corporate seal of said Bank/Trust Company, did affix the corporate seal of said Bank/Trust Company to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank/Trust Company, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 8th day of July, 1997.

Mary Marek  
Notary Public

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



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