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SECURITY AGREEMENT AND ASSIGNMENT  
(CONTRACTUAL AGREEMENTS AFFECTING REAL ESTATE,  
PERMITS, LICENSES, APPROVALS, PLANS, SPECIFICATIONS AND DRAWINGS)

THIS SECURITY AGREEMENT AND ASSIGNMENT (as more particularly defined in Section 1.1, this "Assignment of Contracts") is made as of the 31st day of December, 1996, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO (as more particularly defined in Section 1.1, "Trustee"), not personally but solely as Trustee pursuant to Trust Agreement dated July 14, 1972 and known as Trust Number 76973 (as more particularly defined in Section 1.1, "Trust"), and O/K ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership, beneficiary of the Trust (as more particularly defined in Section 1.1, "Beneficiary"), ROSEMONT INN FOOD & BEVERAGE, INC., an Illinois corporation ("Rosemont"), P&S - O/K MANAGEMENT CO., INC., an Illinois corporation ("P&S O/K"), (Trustee and Beneficiary are referred to herein individually and collectively as "Borrower"; Trustee, Beneficiary, Rosemont and P&S O/K are referred to herein individually and collectively as "Grantor"), to and in favor of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (as more particularly defined in Section 1.1, "Lender").

76 1/2 72 - DJ (DA)

WITNESSETH:

WHEREAS, Lender has made a loan to Borrower (as defined in Section 1.1) in the original principal amount of Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) (as more particularly defined in Section 1.1, the "Loan");

WHEREAS, the Loan is evidenced by a Promissory Note of even date herewith from Borrower made payable to the order of Lender in the original principal amount of Twenty-Two Million Five Hundred Thousand Dollars (\$22,500,000.00) (as more particularly defined in Section 1.1, the "Note");

WHEREAS, repayment of the Loan is secured by certain liens and security interests evidenced by, among other things: (a) the Mortgage, which constitutes a first priority lien on and security interest in the Mortgaged Property (as more particularly defined in Section 1.1) including, without limitation, the real property located at 5440 North River Road, Rosemont, Cook County, Illinois, as more particularly described on the attached Exhibit A, the improvements located thereon and all other real and personal property owned by Borrower, (b) the Leasehold Mortgage, which constitutes a first priority lien on and security interest in the Leasehold Estate (as more particularly defined in Section 1.1), including, without limitation, the leasehold estate as more particularly described on the attached Exhibit B, and (c) the Assignment of Rents executed by Borrower to and in favor of Lender;

WHEREAS, Borrower is the owner of title to certain real property described on Exhibit A attached hereto, along with certain improvements located thereon and all furniture, fixtures and equipment located therein or thereon.

WHEREAS, It is in the best interest of Grantor to execute this Assignment of Contracts inasmuch as Grantor will derive substantial direct and indirect benefits from the Loan Documents.

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## DEFINITIONS

**Definitions.** Grantor and Lender hereby agree that the following terms shall have the meanings hereinafter set forth, such definitions to be applicable equally to the singular and plural forms, and to the masculine and feminine forms, of such terms:

"**Affiliated Parties**" shall mean individually and collectively, each Grantor, each and all of the current and future partners of Beneficiary (including General Partner) and each and all of their respective current and future heirs, successors, assigns, partners and members, as applicable.

"**Assignment of Contracts**" shall mean this Security Agreement and Assignment, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"**Assignment of Rents**" shall mean the Assignment of Leases, Rents and Profits of even date herewith from Borrower to Lender, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"**Awards**" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"**Bankruptcy Code**" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"**Beneficiary**" shall mean O/K Associates Limited Partnership, an Illinois limited partnership, and its legal representatives, successors and assigns.

"**Borrower**" shall mean the Trustee and the Beneficiary, jointly and severally, individually, and collectively, and their respective legal representatives, successors and assigns.

"**Borrower's Affidavit**" shall mean that certain Borrower's Affidavit and Certificate of even date herewith from Borrower to Lender, as the same may be amended, modified, extended, spread, consolidated, updated, restated, increased or replaced from time to time.

"**Borrowing Parties**" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"**Code**" shall have the Uniform Commercial Code as enacted in the State of Illinois, as amended and reenacted from time to time.

"**Contracts**" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"**Collateral**" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"**Default Rate**" shall have the meaning of the same defined term set forth in the Note.

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"Effective Date" shall mean the date shown on the first page of this Assignment of Contracts.

"Event of Default" shall mean the happening or occurrence of an event described in Section 10 hereof.

"Fees and Expenses" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Guarantors" shall mean Marshall J. Padorr and James L. Schwartz and their respective heirs, legal representatives, successors and assigns.

"Guaranty" shall mean that certain Guaranty of even date herewith from Guarantors for the benefit of Lender, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"Impositions" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Indebtedness" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Indemnity" shall mean that certain Hazardous Substances Indemnity Agreement of even date herewith from Borrower and Guarantors to and for the benefit of Lender, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"Insurance Policies" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Leasehold Estate" shall mean the leasehold estate legally described on Exhibit B attached hereto and made a part hereof, now existing or hereafter arising or acquired.

"Leasehold Mortgage" shall have the meaning of the same defined term set forth in the Note.

"Leases and Occupancy Agreements" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Lender" shall mean The Travelers Insurance Company, a Connecticut corporation, its successors and assigns, and any subsequent owners and holders of the Note.

"Loan" shall mean the Indebtedness from Borrower to Lender evidenced and secured by the Loan Documents.

"Loan Documents" shall mean the Note, the Mortgage, the Leasehold Mortgage, the Assignment of Rents, the Guaranty, the Indemnity, this Assignment of Contracts, the Collateral ABI, the Borrower's Affidavit, and all other documents, certificates, affidavits and instruments now or hereafter evidencing, securing or relating in any way to any of the foregoing, the payment of the Indebtedness or the

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observance or performance of the Obligations, as said documents may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"Mortgage" shall mean that certain Mortgage and Security Agreement of even date herewith from Borrower to Lender, as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"Mortgaged Property" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage, and includes both the real property described on Exhibit A attached hereto and the leasehold estate described on Exhibit B attached hereto.

"Note" shall mean that certain Amended, Restated and Consolidated Promissory Note of even date herewith made by Borrower payable to the order of Lender in the original principal amount of Twenty-Two Million Five Hundred Thousand and No/100 Dollars (\$22,500,000.00), as the same may be amended, modified, extended, spread, consolidated, restated, increased or replaced from time to time.

"Obligations" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Permits" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Person" shall mean an individual, estate, trust, trustee, receiver, partnership, limited liability partnership, corporation, limited liability company, depository institution (including federal or state savings banks, saving and loan associations and credit unions), Governmental Authority, or other legal entity.

"Project" shall have the meaning set forth in the recitals hereto.

"Rents and Profits" shall have the collective meaning of the same defined terms as set forth in both the Mortgage and the Leasehold Mortgage.

"Trust" shall mean American National Bank and Trust Company of Chicago Trust Number 769773 created pursuant to Trust Agreement dated July 14, 1972, as the same may be amended or modified from time to time.

"Trustee" shall mean American National Bank and Trust Company of Chicago, not personally but solely as Trustee pursuant to Trust Agreement dated July 14, 1972 and known as Trust Number 76973, and its legal representatives, successors and assigns.

**Rules of Construction.** Article and Section captions used in this Assignment of Contracts are for convenience only and shall not affect the construction of this Assignment of Contracts. All references to "Articles" and "Sections," without reference to a document other than this Assignment of Contracts are intended to designate articles and sections of this Assignment of Contracts, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Assignment of Contracts as a whole and not to any particular Article or Section, unless specifically designated otherwise. The use of the term: (a) "including" shall mean in all cases "including but not limited to," unless specifically designated

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otherwise; and (b) "legal representatives" shall mean any trustee, receiver, custodian and/or any other Person appointed or authorized to act in a representative capacity by a court or any other governmental or quasi-governmental entity, whether appointed pursuant to the Bankruptcy Code or otherwise. No rules of construction against the drafter of this Assignment of Contracts shall apply in any interpretation or enforcement of this Assignment of Contracts, any documents or certificates executed pursuant hereto, or any provisions of any of the foregoing.

**NOW, THEREFORE**, in consideration of Lender's acceptance of the Note and the other Loan Documents and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to further secure the payment of Indebtedness, all Obligations of Borrower to Lender pursuant to the Loan Documents and the performance of all of the terms, covenants, conditions and agreements contained in the Loan Documents, Grantor hereby agrees as follows:

1. GRANTOR DOES HEREBY GRANT A SECURITY INTEREST IN AND SELL, ASSIGN, TRANSFER, SET-OVER AND PLEDGE to Lender, for collateral purposes only, all of Grantor's right, title and interest in and to all of the Collateral, which for purposes of this Assignment of Contracts shall include the following (referred to herein collectively as the "Collateral"):

A. (i) all executory Contracts expiring on or after the first anniversary of the date hereof, including, without limitation, those identified on Exhibit C attached hereto, along with all executory contracts ("Short-Term Contracts") expiring prior to the first anniversary of the date hereof;

(ii) all of Grantor's right, title and interest in that certain contract between Borrower and P&S O/K, dated as of April 16, 1993 (such agreement, as it may hereafter be supplemented, modified or amended with the written consent of Lender, is referred to herein as the "Management Contract") for the management of the Mortgaged Property by P&S O/K;

(iii) all Permits;

(iv) all other contracts and agreements now or hereafter entered into by any one or more of the persons or entities constituting Grantor for the construction or completion or design of any improvements to the Mortgaged Property;

(v) Grantor's right, title and interest, as lessee, in and to any and all lease agreements and, as vendee, in and to any and all conditional sales agreements relating to the collateral secured by the Assignment of Rents or this Assignment of Contracts;

(all of the foregoing are referred to herein as the "Assigned Agreements"; all of the Assigned Agreements other than the Short-Term Agreements are referred to herein as the "Long-Term Assigned Agreements"); and

B. that certain license agreement between Beneficiary and Holiday Inns Franchising, Inc. ("Holiday Inn"), dated as of April 16, 1993, and all licenses, permits and authorizations issued and which are necessary, beneficial or desirable in the operation of the Mortgaged Property (including, without limitation, licenses permitting the sale of food, the operation of a hotel and the dispensing of alcoholic beverages), and all other agreements affecting the Mortgaged Property (collectively, "Licenses") to the extent permitted by law; and

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C. all plans, specifications and drawings of any and every kind heretofore or hereafter prepared for use in connection with any improvements to the Mortgaged Property, and any supplements, amendments or modifications thereto (which improvements shall be subject to the prior written consent of Lender) (collectively, the "Plans"); and

D. with respect to the Mortgaged Property, all building and other governmental permits, licenses and approvals which are necessary or useful to the commencement and completion of construction of any improvements to the Mortgaged Property, heretofore or hereafter obtained or applied for by or on behalf of Grantor or any architect, engineers or contractors working on any aspect of the improvements and any deposits made in connection therewith, all to the extent permitted by law.

The foregoing assignment is made solely for the purpose of securing the full and timely payment and performance of all of the Indebtedness and all of the other Obligations of the Borrower under the Loan Documents. Although it is the intention of Grantor and Lender that the assignment contained in this paragraph shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the remedies conferred on it pursuant to this Assignment of Contracts until an Event of Default has occurred.

2. All rights of Lender and the security interests granted to Lender hereunder, and all obligations of Grantor hereunder, shall be absolute and unconditional except as otherwise expressly provided herein, irrespective of

(1) any lack of validity or enforceability of the Note or any other Loan Document,

(2) the failure of Lender or any holders of the Note

(i) to assert any claim or demand or to enforce any right or remedy against the Borrower or any other person or entity under the provisions of the Note, any other Loan Document or otherwise, or

(ii) to exercise any right or remedy against any guarantor of, or any other collateral securing, any Indebtedness,

(3) any change in the time, manner or place of payment of, or in any other term of, all or any of the Indebtedness or any other extension, compromise or renewal of any Indebtedness,

(4) any reduction, limitation, impairment or termination of any Indebtedness for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to (and Grantor hereby waives any right to or claim of) any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality, nongenuineness, irregularity, compromise, unenforceability of, or any other event or occurrence affecting, any of the Indebtedness,

(5) any amendment to, rescission, waiver, or other modification of, or any consent to departure from, any of the terms of the Note or any other Loan Document,

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(6) any addition, exchange, release, surrender or non-perfection of any collateral (including the Collateral), or any amendment to or waiver or release of or addition to or consent to departure from any guaranty, for any of the Indebtedness, or

(7) any other circumstances which might otherwise constitute a defense available to, or a legal or equitable discharge of, any Grantor, the Borrower, any surety or any guarantor.

3. Each Grantor represents to Lender, and Beneficiary, Rosemont, and P&S O/K each hereby warrants to Lender as follows:

A. The Long-Term Assigned Agreements, a true and complete copy of each of which has been furnished to Lender, have been duly authorized, executed and delivered by the parties thereto, have not been amended or otherwise modified, and are in full force and effect and are binding upon and enforceable against the parties thereto in accordance with their respective terms. To the best of such Grantor's knowledge, there exists no default under any of the Long-Term Assigned Agreements or any License or Permit by any party thereto or (in the case of any Permit or License) by any beneficiary or recipient of such Permit or License.

B. Grantor owns the Collateral free and clear of any lien, security interest, charge or encumbrance except for the security interest created by the Mortgage, the Leasehold Mortgage and by this Assignment of Contracts or any other Loan Document and except for any Permitted Exception (as defined in the Mortgage or the Leasehold Mortgage). No effective financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office, except such as may have been filed in favor of Lender.

C. To the best of such Grantor's knowledge, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either

(1) for the grant by Grantor of the assignment and security interest granted hereby or for the execution, delivery and performance of this Assignment of Contracts by Grantor, or

(2) for the perfection of or the exercise by Lender of its rights and remedies hereunder.

4. Each Grantor covenants and agrees that, as long as any portion of the Indebtedness shall remain unpaid, Grantor will, unless Lender shall otherwise consent in writing, perform the obligations set forth in this Section.

A. Grantor shall at its expense:

(1) perform and observe all the terms and provisions of each Long-Term Assigned Agreement, Permit and License to be performed or observed by it, maintain such Long-Term Assigned Agreement, Permit and License in full force and effect, enforce such Long-Term Assigned Agreement, Permit and License in accordance with its terms, and take all such action to such end as may be from time to time requested by Lender; and

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(2) furnish to Lender promptly upon receipt thereof copies of all notices, requests and other documents received by Grantor under or pursuant to any Long-Term Assigned Agreement or under any Permit or License, and from time to time (i) furnish to Lender such information and reports regarding the Collateral as Lender may reasonably request and (ii) upon request of Lender make to the other party or parties to such Long-Term Assigned Agreement such demands and requests for information and reports as Grantor is entitled to make under such Long-Term Assigned Agreement.

B. Grantor shall not, except in the ordinary course of its business and if Lender's rights and interests would not be materially adversely affected:

(1) sell, assign (by operation of law or otherwise) or otherwise transfer or release any of the Collateral, or create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Collateral, except for the assignment and security interest created by this Assignment of Contracts or by the Mortgage or by the Leasehold Mortgage or by any other Loan Document, or any Permitted Exception (as defined in the Mortgage and the Leasehold Mortgage),

(2) cancel or terminate any Long-Term Assigned Agreement, Permit or License or consent thereto or accept any cancellation or termination thereof,

(3) amend or otherwise modify any Long-Term Assigned Agreement, Permit or License or give any consent, waiver or approval thereunder,

(4) waive any material default under or breach of any Long-Term Assigned Agreement, or

(5) take any other action in connection with any Long-Term Assigned Agreement, Permit or License which would impair the value of the interest or rights of Grantor thereunder or which would impair the interests or rights of Lender.

C. Grantor agrees that from time to time, at the expense of Grantor, Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be reasonably necessary or desirable, or that Lender may reasonably request, in order to perfect, preserve and protect the assignment and security interest granted or purported to be granted hereby or to enable Lender to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Grantor will

(a) execute and deliver to Lender such further collateral assignments of the Collateral to Lender as Lender may deem necessary or desirable in its reasonable discretion, and deliver to Lender such consents and agreements of any or all other parties to or issuer of any or all of the Long-Term Assigned Agreements, Permits and Licenses, to such collateral assignments or this Assignment of Contracts as Lender may request in its sole and absolute discretion;

(b) execute and file such financing or continuation statements, or amendments thereto, and such other instruments or notices, as may, in Lender's sole judgment, be

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necessary or desirable, or as Lender may request (and to pay the costs of filing and recording the same in all public offices deemed reasonably necessary by Lender), in order to perfect and preserve the assignment and security interests and other rights granted or purported to be granted hereby; and

(c) furnish to Lender, from time to time at Lender' request, statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Lender may reasonably request, all in reasonable detail.

With respect to the foregoing and the grant of the security interest hereunder, Grantor hereby authorizes Lender to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Collateral without the signature of Grantor where permitted by law. A carbon, photographic or other reproduction of this Assignment of Contracts or any financing statement covering the Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

5. The occurrence of any of the following shall constitute an "Event of Default" hereunder: (A) any Event of Default under the Note, the Mortgage, the Leasehold Mortgage or any other Loan Document; (B) any representation or warranty contained herein is untrue; (C) a default in or breach of any obligation, covenant or agreement contained herein, and the continuance thereof for thirty (30) days following notice thereof to Grantor (provided that in the event of a default or breach which is not capable in Lender' judgment of being cured within said thirty (30) day period, the same shall not constitute an Event of Default if Grantor shall, within said thirty (30) day period, initiate and diligently pursue a course of action necessary and required to cure the same and further provided that in all events, such default or breach must be cured within forty-five (45) days following the occurrence thereof).

Upon the occurrence of an Event of Default,

(a) Lender may, from time to time, without demand, notice, advertisement or hearing of any kind, and in such order of application as Lender may from time to time elect, resort to the Collateral (or any thereof) for payment of any of the Indebtedness, for any amounts necessary or appropriate to protect the lien or priority of this Assignment of Contracts, the Mortgage, the Leasehold Mortgage or any of the other Loan Documents or to pay, settle, compromise or contest any lien or claim of lien against the Mortgaged Property or any part thereof, or to cure any default by Borrower or any Grantor or for any and all other costs or expenses incurred by Grantor or Lender in connection with the Loan, in each case whether or not Lender (i) shall have resorted to any other property securing any of the Indebtedness or (ii) shall have proceeded against any other Grantor or against Borrower or against any other obligor primarily or secondarily obligated with respect to any of the Indebtedness (any right to require that Lender take any of the actions referred to in preceding clauses (i) and (ii) being hereby expressly waived by Grantor); and the execution of this Assignment of Contracts by Grantor shall, and hereby does, constitute an irrevocable direction and authorization to Lender so to disburse and apply such funds,

(b) Lender may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein or otherwise available to it, all the rights and remedies of a secured party on default under the Code (whether or not the Code applies to the affected Collateral) and also may exercise any and all rights and remedies of Grantor under or in connection with any

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Assigned Agreement, Permit or License or otherwise in respect of the Collateral, including, without limitation, any and all rights of Grantor to demand or otherwise require payment of any amount under, or performance of any provision of, any Assigned Agreement, Permit or License,

(c) all payments received by Grantor under or in connection with any Assigned Agreement or otherwise in respect of the Collateral shall be received in trust for the benefit of Lender, shall be segregated from other funds of Grantor and shall be forthwith paid over to Lender in the same form as so received (with any necessary endorsement),

(d) all payments made under or in connection with any Assigned Agreement or otherwise in respect of the Collateral and received by Lender may, in the discretion of Lender, be held by Lender as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Lender pursuant to Section 6) in whole or in part by Lender against, all or any part of the Indebtedness in such order as Lender shall elect. Any surplus of such payments held by Lender and remaining after payment in full of all the Indebtedness shall be paid over to Grantor, or to whomsoever may be lawfully entitled to receive such surplus, and

(e) Lender shall have the right to demand, receive and enforce Grantor's rights with respect to Collateral, to give appropriate receipts, releases and satisfactions for and on behalf of Grantor and to do any and all acts in the names of Grantor or in the name of Lender, with the same force and effect as Grantor could do if this instrument had not been made.

## 6. Grantor agrees

(1) to indemnify Lender from and against any and all claims, losses and liabilities arising out of or resulting from this Assignment of Contracts (including, without limitation, enforcement of this Assignment of Contracts) except claims, losses or liabilities resulting from Lender's gross negligence or wilful misconduct; and

(2) to pay upon demand to Lender the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which Lender may incur in connection with (i) the administration of this Assignment of Contracts, (ii) the custody or preservation of, or the collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of Lender hereunder or (iv) the failure by Grantor to perform or observe any of the provisions hereof; together with interest thereon at the Default Rate from the date such expenses are incurred until the date of reimbursement thereof by Grantor.

This indemnity shall survive the extinguishment of the lien of this Assignment of Contracts by foreclosure or action in lieu thereof, and this covenant shall survive such extinguishment.

7. Notwithstanding anything to the contrary contained herein, the Collateral is assigned and transferred to Lender as collateral security only and Lender shall not exercise its rights hereunder in respect of the Collateral until an Event of Default shall occur, nor shall Lender be deemed to have assumed or become liable for any of the obligations or liabilities of Grantor, whether by the terms of Assigned Agreements, Permits or Licenses, arising by operation of law or otherwise; Grantor hereby

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acknowledging and agreeing that Grantor is and shall remain liable thereunder, to the same extent as though this Assignment of Contracts had not been made.

8. No delay on the part of Lender in the exercise of any right or remedy provided herein or in the Loan Documents, and no single or partial exercise by Lender of any right or remedy, shall preclude other or further exercises thereof or the exercise of any other right or remedy.

9. Wherever possible, each provision hereof shall be interpreted in such a manner as to be effective and valid pursuant to applicable law and if any provision hereof, or any part thereof, shall be prohibited by or invalid pursuant thereto, such provision, or such part thereof, shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate the remaining provisions of this Assignment of Contracts. The rights and benefits of this Assignment of Contracts which are hereby bestowed on Lender are in addition to, and not in limitation of, any rights and benefits bestowed on Lender in the other Loan Documents. In the event of a conflict, however, between the terms and provisions herein contained and the terms and provisions of the Note or Mortgage or Leasehold Mortgage, the provisions of the Note and Mortgage and Leasehold Mortgage shall control except to the extent that the provisions of this Assignment of Contracts grant to Lender rights or remedies, with respect to the Collateral, greater than or in addition to those rights or remedies contained in the conflicting document.

10. This Assignment of Contracts may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this Assignment of Contracts by signing one or more counterparts.

11. This Assignment of Contracts is granted to and accepted by Lender for collateral purposes only. Neither its acceptance of this Assignment of Contracts, nor any right or remedy granted to Lender hereunder, nor any action taken by Lender pursuant hereto, shall be deemed to constitute Lender (or to be evidence of Lender's being) a partner or joint venturer with Grantor, or any other thing except only a secured party.

12. Each Grantor hereby represents and warrants to Lender that no adverse claims of any Grantor presently exist against Lender. Each Grantor agrees that any lawsuit which any Grantor may institute against Lender, regardless of the procedural form in which it is alleged, will be severed from any enforcement by Lender of its legal, equitable and contractual rights, and such lawsuit cannot be, and no future claim against Lender will be, asserted by any Grantor or any of the other Affiliated Parties as a defense, set-off, recoupment, or grounds for delay, stay, subordination or injunction against any enforcement by Lender of its legal, equitable and contractual rights under the Loan, the Loan Documents or otherwise, but will rather be asserted in a proceeding separate and independent from any enforcement action by Lender. It is understood and agreed that the designated, exclusive and proper venue of any legal dispute, question or interpretation, claim, declaratory judgment action, bankruptcy or other litigation regarding: (a) any proceeding under the Bankruptcy Code brought by or against any Grantor; (b) the enforcement of Lender's rights under or relating in any way to the Loan and/or the Loan Documents; (c) the prosecution of any such lawsuit alleged against Lender by any of the Affiliated Parties; and (d) any other matter regarding this Assignment of Contracts or any of the other Loan Documents shall be exclusively and solely decided by the federal court in the Northern District of Illinois or state circuit or district courts sitting in Cook County, Illinois; and each of the Affiliated Parties hereby consents to the exercise of personal jurisdiction over each Grantor and the other Affiliated Parties by and consents to the

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laying of venue in and exclusive jurisdiction of such courts. Each of the Affiliated Parties hereby irrevocably appoints Lawrence M. Gritton, Esq., c/o Katz, Randall & Weinberg, Suite 1800, 333 West Wacker Drive, Chicago, Illinois 60606, as its agent for receipt of service of process on its behalf in connection with any suit, writ, attachment, execution or discovery or supplementary proceedings in connection with the enforcement of this Assignment of Contracts. Service shall be effected by any means permitted by applicable law. Each Grantor may designate a change of address for purposes of this section by giving written notice to Lender in accordance with the notice provisions in the Mortgage.

13. The provisions of this Assignment of Contracts shall be binding upon each Grantor and their respective successors, assigns, grantees and legal representatives and shall benefit Lender and its successors, assigns, grantees and legal representatives. No provision of this Assignment of Contracts or any of the other Loan Documents shall be construed as creating in any party other than Grantor and Lender, and their successors and assigns, any rights of any nature whatsoever.

14. Upon request by Lender, Grantor shall, at its sole cost and expense, at any time and from time to time, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further assignments concerning the Collateral, the Leases and Occupancy Agreements, the Rents and Profits, or the Mortgaged Property as Lender may from time to time request, including one or more separate assignments (confirmatory of the general assignment herein) of Grantor's interest in the Collateral, which may contain covenants and conditions to be performed consistent with those herein set forth, as well as all such further acts, conveyances, notes, mortgages, security agreements, financing statements and other documents and assurances as Lender shall request to protect and preserve the security for the Loan, the priority of the liens created hereby or by any of the other Loan Documents, or Grantor's performance of its obligations hereunder and under any of the other Loan Documents, or for the better assuring, conveying, mortgaging, assigning and confirming unto Lender all property mortgaged by the Loan Documents or property intended so to be, whether now owned by Grantor or hereafter acquired. Such acts or assurances shall include recording of such documents and instruments, at Grantor's sole cost and expense, as Lender may request.

15. Lender shall have the right to assign to any subsequent holders of the Note, the Mortgage, the Leasehold Mortgage or to any Person acquiring title to the Mortgaged Property, Lender's rights, title and interest in any of the Collateral, the Leases and Occupancy Agreements and Rents and Profits, subject, however, to the provisions of this Assignment of Contracts. Grantor shall have no right to assign any of its rights or obligations under this Assignment of Contracts.

16. Subject to the provisions of Section 15, all of the terms, covenants and conditions contained herein and in any of the other Loan Documents shall apply to and be binding upon the successors and assigns of each Grantor and inure to the benefit of the successors and assigns of Lender, respectively, and all Persons claiming by, under or through any of them.

17. This Assignment of Contracts and the terms hereof may not be changed, waived, modified, canceled, discharged or terminated orally, but only by an instrument or instruments in writing signed by each Grantor and Lender.

18. This Assignment of Contracts shall be governed by, and construed in accordance with, the internal laws of the State of Illinois, excluding conflicts of law principles.

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19. Any and all notices required to be delivered pursuant hereto shall be delivered in accordance with the notice provisions set forth in the Mortgage.

20. The Article, Section and Subsection headings hereof are inserted for convenience of reference only, are not intended to modify the terms hereof, and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

21. The recitals set forth at the beginning of this Assignment of Contracts are true and correct in all respects and are hereby incorporated in their entirety by this reference. The exhibits attached hereto are hereby incorporated in their entirety by this reference

22. **EACH GRANTOR, FOR ITSELF, EACH OF THE AFFILIATED PARTIES, AND ALL PERSONS OR ENTITIES CLAIMING BY, THROUGH OR UNDER ANY OF THEM, HEREBY EXPRESSLY, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHTS ANY OR ALL OF THEM MAY HAVE TO TRIAL BY JURY IN ANY LITIGATION OR ACTION BROUGHT ON, UNDER OR BY VIRTUE OF OR RELATING IN ANY WAY TO THIS ASSIGNMENT OF CONTRACTS OR ANY OTHER OF THE LOAN DOCUMENTS, OR ANY CLAIMS, DEFENSES, RIGHTS OF SET-OFF OR OTHER ACTIONS PERTAINING HERETO OR THERETO. THIS WAIVER MAY BE FILED WITH THE CLERK OR JUDGE OF ANY COURT AS A WRITTEN CONSENT TO WAIVER OF JURY TRIAL. EACH GRANTOR ACKNOWLEDGES THAT IT HAS CONSULTED WITH LEGAL COUNSEL REGARDING THE MEANING OF THIS WAIVER AND ACKNOWLEDGES THAT THIS WAIVER IS AN ESSENTIAL INDUCEMENT FOR LENDER'S ENTERING INTO THE LOAN. THIS WAIVER SHALL SURVIVE THE REPAYMENT OF THE INDEBTEDNESS. EACH GRANTOR FURTHER ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE MEANING AND RAMIFICATIONS OF THIS WAIVER AND AS EVIDENCE OF THIS FACT THE INITIALS OF ITS AUTHORIZED REPRESENTATIVE ARE SIGNED HERE:**

BORROWER:  
ROSEMONT:  
P&S O/K:

*Amp*  
*Amp*  
*Amp*

23. The obligations of Grantor and any and all other Borrowing Parties that may be liable hereunder or under any of the other Loan Documents are joint and several under this Assignment of Contracts and all of the other Loan Documents.

24. **TIME IS OF THE ESSENCE** under this Assignment of Contracts and all of the other Loan Documents and each and all of the provisions hereof and thereof.

25. The Effective Date of this Assignment of Contracts shall be the date on the first page hereof notwithstanding the fact that this Assignment of Contracts may have been executed on a date prior or subsequent thereto.

26. Without in any manner releasing, impairing or otherwise affecting the Note, the Mortgage, the Leasehold Mortgage or any other of the Loan Documents or the validity thereof or hereof or the liens thereof, there shall be no personal liability of Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties under the Note, under

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this Assignment of Contracts or under any of the other Loan Documents; provided, however, that a judgment may be sought against Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties to the extent necessary to enforce the rights of Lender in, to or against the Mortgaged Property, the Rents and Profits and all Collateral securing the Indebtedness evidenced by the Note or any of the other Loan Documents and as hereinafter provided. Notwithstanding any of the foregoing, nothing contained in this Section shall be deemed to prejudice the rights of Lender: (a) to recover from Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties, jointly and severally, all liability, loss, damage, and Fees and Expenses incurred by Lender, which amount may exceed (x) the amount of the Indebtedness under the Note and under the other Loan Documents and (y) the value of the Mortgaged Property, as a result of: (i) breach of any covenants, warranties, representations, obligations or agreements contained in the Indemnity, the Note, the Mortgage, the Leasehold Mortgage or the other Loan Documents relating to Environmental Claims, Environmental Laws, Hazardous Substance Activity, Hazardous Substance(s) or Release(s) (all as collectively defined in the Indemnity, Mortgage and Leasehold Mortgage); (ii) breach of any covenants, warranties, representations, obligations or agreements relating to ERISA (as collectively defined in the Mortgage and the Leasehold Mortgage), including, those contained in the Note, Section 38 of the Mortgage, Section 39 of the Leasehold Mortgage or the other Loan Documents; (iii) breach of any covenants, warranties, representations, obligations or agreements prohibiting or otherwise restricting the further encumbrance, sale, transfer, assignment or conveyance of the Mortgaged Property or of any interest therein or in Borrower, including, those contained in the Note, Sections 1, 15, 17, 36, and 37 of the Mortgage, Sections 1, 16, 18, 37, and 38 of the Leasehold Mortgage or the other Loan Documents; (iv) failure of Borrower to timely pay in full all insurance premiums (on an annual basis in advance) under all Insurance Policies (as collectively defined in the Mortgage and the Leasehold Mortgage) not less than thirty (30) days prior to the date the same become due and payable; (v) any fraud on the part of any one or more of Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties; (vi) waste of the Mortgaged Property, excluding non-payment of real estate taxes to the extent that all required Tax Reserve Payments (as collectively defined in the Mortgage and the Leasehold Mortgage) and all other amounts relating to the Tax Reserve (as collectively defined in the Mortgage and the Leasehold Mortgage) have been paid to Lender, as a result of the intentional actions or gross negligence of Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties; (vii) willful misrepresentation by Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties with respect to any covenants, warranties, representations, obligations or agreements contained in the Note, the Mortgage, the Leasehold Mortgage or the other Loan Documents; and (viii) any misappropriation, mishandling or improper application (including the failure to first pay all operating expenses and debt service relating to the Mortgaged Property and the Loan, perform Borrower's Obligations under the Loan Documents and maintain, repair, preserve and protect the Mortgaged Property, each commencing as of the date of the Loan Documents) of any Accounts, Awards, FF&E Reserve, Gross Revenues, Proceeds, Receivables, Rents and Profits, Reserves, Security Deposits, and Tax Reserves (as collectively defined in the Note, the Mortgage, the Leasehold Mortgage, the Assignment of Rents, and the other Loan Documents) by Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties; (b) to recover from Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties upon a breach of any obligations under the Indemnity or the Guaranty, an amount equal to the amount of liability incurred thereunder, which amount may exceed (x) the amount of the Indebtedness under the Note and under the other Loan Documents and (y) the value of the Mortgaged Property; and (c) to recover from Borrower, Beneficiary,

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General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties, jointly and severally, all liability, loss, damage, and Fees and Expenses incurred by Lender as a result of the exercise or enforcement by Lender of any of its rights and remedies under the Loan Documents. Each of Borrower, Beneficiary, General Partner, each Guarantor, Trustee, each of the Borrowing Parties, and each of the Affiliated Parties, jointly and severally promises to pay to Lender all amounts described in this section on demand by Lender and agrees to be personally liable for payment of all such sums. Nothing herein shall limit Lender's recourse against the Beneficiary, the Trust and their respective assets.

The foregoing limitation of liability shall not be deemed to impair or limit in any respect the personal liability of any Person in respect of any guaranty or indemnity now or hereafter executed in connection with the Loan, including the Guaranty and the Indemnity, nor shall it impair or limit in any respect Lender's rights to recover from any Person under the Guaranty or the Indemnity, any and all amounts due thereunder, and all damages (including special and consequential), losses, liabilities, costs and expenses arising out of a breach of any of the representations, warranties, covenants or obligations contained in the Guaranty, the Indemnity, or otherwise afforded by law or in equity on account thereof with respect to such Person. Furthermore, nothing contained in this section shall be deemed to release, affect, limit or impair the indebtedness evidenced by the Note or the security therefor. Lender shall be entitled to enforce its full rights and remedies under any and all of the Loan Documents, the Guaranty, the Indemnity or otherwise afforded by law or in equity, including any remedy for specific performance, injunctive or other equitable relief, and all such rights and remedies are cumulative and may be exercised successively, independently or concurrently at any time. Furthermore, nothing herein shall be deemed to be a waiver of any right or remedy which Lender may have under the Bankruptcy Code to file a claim for the full amount of the indebtedness owing to Lender by Borrower, Beneficiary, General Partner, any Guarantor, Trustee, any of the Borrowing Parties or any of the Affiliated Parties or to require that all collateral shall continue to secure all of the Loan in accordance with the Loan Documents.

27. This Assignment of Contracts is executed by Trustee, not personally but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it, as Trustee as aforesaid (and it hereby represents that it possesses full power and authority to execute this instrument). It is expressly understood and agreed by every person, firm or corporation hereafter claiming an interest pursuant to this instrument that Trustee has executed this instrument solely for the purpose of subjecting the aforesaid Trust to the terms of this instrument; that no personal liability or personal responsibility is assumed by, or shall, at any time, be asserted or enforceable against, Trustee personally on account of this instrument or on account of any representation, obligation, duty, covenant or agreement contained herein, either express or implied; all such personal liability, if any, being expressly waived and released; and further, that no duty shall rest upon Trustee, either personally or as Trustee, to sequester trust assets, rentals, avails or proceeds of any kind, or otherwise to see to the fulfillment or discharge of any obligation, express or implied, arising pursuant to the terms of this instrument, except where acting pursuant to direction, as provided by the terms of the Trust Agreement aforesaid, and after being first supplied with funds required for such purpose. In the event of any conflict between the terms of this paragraph and the remainder of this instrument, or in the event of any question of apparent liability or obligation resting upon Trustee, the exculpatory provisions hereof shall be controlling.

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IN WITNESS WHEREOF, each Grantor has caused this Assignment of Contracts to be duly executed and delivered by its respective duly authorized officers, representatives or partners at Chicago, Illinois as of the date first above written pursuant to proper authority duly granted.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally but solely as  
trustee aforesaid

By: [Signature]  
Title: \_\_\_\_\_

ATTEST:  
[Signature]  
Title: \_\_\_\_\_ ASSISTANT SECRETARY

O/K ASSOCIATES LIMITED PARTNERSHIP,  
an Illinois limited partnership

By: P&S-O'Hare Corp., an Illinois corporation, its  
general partner

By: [Signature]  
Name: Marshall J. Padon  
Its: President

ATTEST:  
[Signature]  
Title: Secretary

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<sup>→ O/K</sup>  
ROSEMONT INN FOOD & BEVERAGE, INC., an  
Illinois corporation

By: Manuel J. Padon  
Title: President

ATTEST:

James L. Schwartz  
Title: Secretary

P & S - O/K MANAGEMENT CO., INC., an Illinois  
corporation

By: Manuel J. Padon  
Title: President

ATTEST:

James L. Schwartz  
Title: Secretary

## ACCEPTANCE

The Travelers Insurance Company, being the secured party as described in the foregoing  
Assignment of Contracts, hereby acknowledges receipt of the foregoing instrument.

THE TRAVELERS INSURANCE COMPANY, a  
Connecticut corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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ROSEMONT INN FOOD & BEVERAGE, INC., an Illinois corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

P & S - O/K MANAGEMENT CO., INC., an Illinois corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Title: \_\_\_\_\_

## ACCEPTANCE

The Travelers Insurance Company, being the secured party as described in the foregoing Assignment of Contracts, hereby acknowledges receipt of the foregoing instrument.

THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation

By: [Signature]  
Name: MARK WITT  
Title: VICE PRESIDENT

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STATE OF ILLINOIS )  
                                                      ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Marshall Adam and James Schwartz, personally known to me to be the Pres. — and Secy, respectively, of P&S-O'HARE CORP., an Illinois corporation, the sole general partner of O/K ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership (the "Partnership"), and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of Dec., 1996

OFFICIAL  
NOTARY PUBLIC  
COOK COUNTY  
ILLINOIS  
NOTARY PUBLIC

McDonnell  
\_\_\_\_\_  
Notary Public

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

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STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

→ O/K

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Marshall Padon, personally known to me to be the Pres. of ~~ROSEMONT~~ INN FOOD & BEVERAGE, INC. an Illinois corporation (the "Corporation"), personally known to me to be the \_\_\_\_\_ thereof, and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of Dec., 1996



M. Howard  
Notary Public

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

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COUNTY OF COOK )  
                          ) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Marshall Adorn, personally known to me to be the President of P & S - O/K MANAGEMENT CO., INC., an Illinois corporation (the "Corporation"), personally known to me to be the President thereof, and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of the Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 31<sup>st</sup> day of Dec. 1991.

*(Faint circular notary seal text)*

Michael Ward  
Notary Public

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

Clerk's Office

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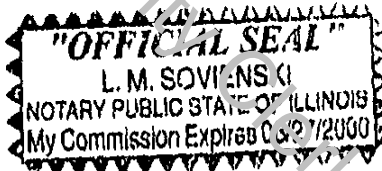
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that ~~MICHAEL WHELAN~~ personally known to me to be the ~~Vice President~~ of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Bank") and ~~Gregory S. Kasprzyk~~ personally known to me to be the ~~Assistant Secretary~~ thereof, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of the Bank, for the uses and purposes therein set forth; and the said ~~Assistant Secretary~~ there acknowledged that ~~he~~ he, as custodian of the corporate seal of Bank, caused the same to be affixed to said instrument as his ~~own~~ own free and voluntary act and as the free and voluntary act of Bank, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18 day of DEC 18 1996

L. M. Sovinski  
Notary Public

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



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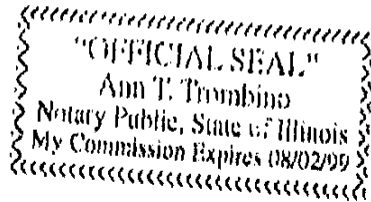
STATE OF ILLINOIS )  
                              ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that MARK KUSH, personally known to me to be the VICE PRESIDENT of THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation (the "Company"), personally known to me to be the VICE PRES thereof, and 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 the said instrument as his own free and voluntary act and as the free and voluntary act of Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this THIRTEEN day of DECEMBER, 1996

Ann T. Trombino  
Notary Public

My Commission Expires 8/2/99



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## EXHIBIT A

### LEGAL DESCRIPTION OF LAND

That part of Lot 3 in Section 10 lying West of the West line of Des Plaines River Road (excepting therefrom the South 212.30 feet as measured on the West line of the Northwest Quarter of said Section 10) in Henry Hachmeister's Subdivision of part of Section 9 and Section 10, Township 40 North, Range 12 East of the Third Principal Meridian according to the plat thereof recorded April 6, 1908 as Document 4183101 in Book 97 of Plats page 45, in Cook County, Illinois; excepting therefrom, the following described parcel:

Said parcel described as beginning at the Southeasterly corner of said part of Lot 3; thence South 90 degrees, 0 minutes, 0 seconds West (assumed) 13.91 feet (along the Southerly line of said part of Lot 3); thence North 32 degrees, 34 minutes, 47 seconds East 29.35 feet; thence North 11 degrees, 50 minutes, 56 seconds East 125.33 feet to said West line; thence South 10 degrees, 37 minutes, 0 seconds West, 149.96 feet along said West line to said point of beginning in Cook County, Illinois.

Tax Index Number:

PIN 12-10-100-046

Common Address:

5440 River Road  
Rosemont, Illinois 60018

. DEPT-01 RECORDING \$75.00  
. T#0012 TRAN 3582 01/02/97 15:22:00  
. #5308 # CG #-97-003067  
. COOK COUNTY RECORDER

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## EXHIBIT B

### LEGAL DESCRIPTION OF LEASEHOLD ESTATE

That certain Leasehold Estate created and existing by, under and by virtue of a certain Parking Lease dated April 1, 1993 made and entered into by and between the Village of Rosemont, a municipal corporation, as landlord, and American National Bank and Trust Company, as Trustee under Trust Agreement dated July 14, 1972 and known as Trust Number 7697A,<sup>3</sup> as tenant, a Memorandum of which was recorded on April 16, 1993 with the Cook County Recorder of Deeds as Document No. 93284487 (the "Parking Lease"), demising and leasing for a term of 99 years, commencing April 1, 1993, the following described real estate and premises in the Village of Rosemont, County of Cook and State of Illinois, to wit:

The following pieces and parcels of land located in Cook County, Illinois.

1. THAT PART OF LOT 5 LYING EASTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHERLY LINE OF SAID LOT 9.72 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF, (SAID NORTHERLY LINE BEING A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 65.00 FEET) TO A POINT ON THE EASTERLY LINE OF SAID LOT, 78.00 FEET SOUTHWESTERLY OF SAID NORTHEAST CORNER THEREOF, ALSO LOT 6 (EXCEPT THAT PART OF SAID LOT 6 LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 9.05 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE WESTERLY LINE OF SAID LOT 78.00 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER THEREOF); [ALSO THE WEST 24.00 FEET OF LOT 10; ALSO LOTS 7 THROUGH 9 INCLUSIVE; AND ALSO THAT PART OF VACATED WILLIAM STREET ABUTTING SAID PART OF LOT 5, LOTS 6 THROUGH 9 INCLUSIVE AND THE WEST 24.00 FEET OF LOT 10 IN ROSEMONT - WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1967 AS DOCUMENT NUMBER 20360786, IN COOK COUNTY, ILLINOIS.
2. ALL OF LOT 2 (EXCEPT THAT PART OF SAID LOT LYING NORTHERLY OF A LINE BEGINNING ON THE WEST LINE OF SAID LOT 54.07 FEET SOUTHERLY, AS MEASURED ALONG SAID WEST LINE, OF THE NORTHWEST CORNER THEREOF TO A POINT ON THE EASTERLY LINE OF SAID LOT, 0.47 FEET, AS MEASURED ALONG SAID EASTERLY LINE, BEING A CURVE CONCAVE NORTHEASTERLY, AND HAVING A RADIUS OF 65.00 FEET, SOUTHEASTERLY OF THE NORTHEAST CORNER THEREOF; SAID LINE ALSO BEING THE SOUTHERLY FACE OF THE SOUTHERLY EAST/WEST COLUMN LINE OF PHASE 2 PARKING GARAGE); ALL OF LOT 3; ALL OF LOT 4 (EXCEPT THE SOUTHERLY 4.77 FEET THEREOF); ALL OF LOT 5 (EXCEPT THE SOUTHERLY 4.77 FEET THEREOF AND ALSO EXCEPT THAT PART OF SAID LOT 5 LYING



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EASTERLY OF A LINE DRAWN FROM A POINT ON THE NORTHERLY LINE OF SAID LOT 5, 9.72 FEET WESTERLY OF THE NORTHEAST CORNER THEREOF SAID NORTHERLY LINE BEING A CURVE CONCAVE NORTHERLY, AND HAVING A RADIUS OF 65.00 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT, 78.00 FEET SOUTHWESTERLY OF SAID NORTHEAST CORNER THEREOF); ALSO THAT PART OF LOT 6 LYING WESTERLY OF A LINE DRAWN FROM A POINT ON THE SOUTHERLY LINE OF SAID LOT 9.05 FEET EASTERLY OF THE SOUTHWEST CORNER THEREOF TO A POINT ON THE WESTERLY LINE OF SAID LOT 78.00 FEET SOUTHWESTERLY OF THE NORTHWEST CORNER THEREOF; AND ALSO THAT PART OF VACATED WILLIAM STREET ABUTTING SAID PARTS OF LOTS 2 THROUGH 6 AFORESAID IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S SUBDIVISION IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 20, 1967 AS DOCUMENT NUMBER 20360786 IN COOK COUNTY, ILLINOIS.

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EXHIBIT C

EXECUTORY CONTRACTS

(Expiring on or after the first anniversary of the date of the Assignment of Contracts).

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## EXHIBIT C

### EXECUTORY CONTRACTS

(Expiring on or after the first anniversary  
of the Assignment of Contracts.)

1. Management Services Agreement dated March 12, 1991 between Minibar America, Inc. and O/K Inn Food and Beverage, Inc. [Minibar Servicing.]
2. Lease Agreement by and between Bush Leasing, Inc. and O/K Associates. [1996 Ford Eldorado.]
3. Equipment Lease dated November, 1994 by and between CIT/IF and O/K Associates Limited Partnership [One (1) 1994 Metrotrans Classic 24'.]
4. Equipment Lease dated June 22, 1995 by and between CIT/IF and O/K Associates Limited Partnership. [1995 Metrotrans Classic 24'.]