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12/31/96

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. COOK COUNTY RECORDER

ASSIGNMENT OF LEASE AND CHILLED WATER AGREEMENT
AND RELATED RIGHTS AND INTERESTS

December 31, 1996

KNOW ALL MEN BY THESE PRESENTS:

FOR VALUE RECEIVED, the undersigned, **LASALLE NATIONAL TRUST, N.A.**, as successor in interest to LaSalle National Bank, a national banking association, not individually or personally but solely as Trustee (the "Trustee") under Trust Agreement (the "Trust Agreement") dated May 27, 1981 and known as Trust No. 104000 (the "Trust"), and the sole beneficiary under the Trust, **MERCHANDISE MART OWNERS, LTD.**, an Illinois limited partnership ("Beneficiary", and with Trustee sometimes collectively called the "Assignor"), hereby grant, assign, transfer and set over unto **METROPOLITAN LIFE INSURANCE COMPANY**, a New York corporation, its successors and assigns ("Assignee"), all of their now and/or hereafter existing or arising right, title and interest in (1) that certain Chilled Water Service Agreement dated as of December 31, 1996 between Unicom Thermal Technologies Inc. ("Unicom") and the Trust (the "Service Agreement"), (2) that certain Lease dated as of December 31, 1996 between Unicom, as Tenant, and the Trust, as Landlord (the "Lease"), which Lease covers certain premises (the "Premises") more fully described therein and located on the real estate situated in Chicago, Illinois as described in Exhibit A attached hereto and made a part hereof (the "Property"), (3) payments of the "Purchase Price" to be made by Unicom pursuant to that certain Asset Purchase Agreement dated as of December 31, 1996, between Assignor, as Seller, and Unicom, as Purchaser (the "Asset Purchase Agreement"), and (4) Assignor's rights under that certain Security Agreement dated as of December 31, 1996 between Unicom, as Debtor, and Assignor, as Secured Party, securing the obligation of Unicom to pay the Purchase Price under the Asset Purchase Agreement (the "Security Agreement"), including (a) all of the rents, issues, profits and income whatsoever arising from or which may be had under the Lease, the Service Agreement, the Asset Purchase Agreement or the Security Agreement, including, without limitation, subleases and licenses now existing or which may be hereafter created (and under any extensions or renewals thereof), (b) all guaranties, amendments, replacements, extensions, and renewals of the Lease, the Service Agreement, the Asset Purchase Agreement or the Security

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Agreement, (c) each of the following produced in respect of the Lease, the Service Agreement, the Asset Purchase Agreement or the Security Agreement, received by or paid to or for the account of Assignor from any and all sources whatsoever (whether recurring or nonrecurring): (i) accounts receivable, (ii) sublease and license rentals, (iii) construction management fees, (iv) drayage or storage charges or other charges for handling tenants' property, (v) charges for cleaning or porter services, and (vi) any other kind of income received by Assignor or any other agents of Beneficiary or Trustee, from tenants of, visitors to, or customers of, the Premises, or otherwise related to the Lease or the Service Agreement, as additional collateral security for (A) the payment of the indebtedness secured by the Mortgage and Security Agreement with Assignment of Rents dated as of April 16, 1987 executed by Trustee for the benefit of Assignee and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 87202156, and subsequently amended (said document, as the same may be further amended, modified or supplemented from time to time hereafter, is herein called the "First Mortgage"), including, without limitation, the indebtedness now or hereafter evidenced by the Note Secured By Mortgage of even date with the First Mortgage and secured by the First Mortgage, as subsequently amended (the "First Note"), (B) the payment of the indebtedness secured by the Mortgage and Security Agreement dated February 28, 1996 executed by Trustee and Beneficiary for the benefit of Assignee and recorded with the Recorder of Deeds of Cook County, Illinois as Document No. 96157669 (said document, as the same may be amended, modified or supplemented from time to time hereafter, is herein called the "Second Mortgage"), including, without limitation, the indebtedness now or hereafter evidenced by the Note Secured By Mortgage of even date with the Second Mortgage and secured by the Second Mortgage (the "Second Note"), and (C) the performance of all of the covenants, warranties, representations, terms and conditions of the First Mortgage and the Second Mortgage and all other documents securing said indebtedness (the First Mortgage and the Second Mortgage being sometimes herein referred to as the "Mortgages" and the First Note and the Second Note being sometimes herein referred to as the "Notes").

As used hereinafter, the term "Loan Documents" shall mean the First Note, the First Mortgage, the Second Note, the Second Mortgage, the Assignments of Rents and Leases given in connection with the First Mortgage and the Second Mortgage, this Assignment of Lease and Chilled Water Service Agreement and Related Rights and Interests ("this Assignment"), and each other document securing the indebtedness evidenced by the First Note and/or the Second Note (but specifically excluding the Unsecured Indemnity Agreement entered into by Beneficiary in favor of Assignee of even date with the Second Mortgage), as each of the foregoing may from time to time be amended, modified or supplemented or any instrument issued in substitution or exchange therefor or for such substituted or exchanged instrument.

Assignor will observe and perform all covenants, conditions, and agreements in the Lease and Service Agreement on the part of the Assignor to be observed and performed thereunder. Assignor will not, without the prior written consent of Assignee, (a) accept any payment of rent or installments of rent under the Lease (including, without limitation, security deposits) for more than one (1) month in advance, (b) permit the Lease to be or become subordinate to any lien other than the liens of the Mortgages or any lien to which either Mortgage is now or may pursuant to its terms become subordinate (provided that Assignor may in its discretion subordinate its statutory and common law lien rights as landlord with respect to property of tenants to lien rights of

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tenants' lenders), or (c) amend, cancel, abridge, terminate, or modify the Lease or the Service Agreement in any manner which materially affects the right or obligations of the parties or take any action or exercise any right or option which would permit the tenant under the Lease or the supplier under the Service Agreement to cancel or terminate the Lease or the Service Agreement, except that the following shall be permitted with respect to the Lease and the Service Agreement, and each of them, without the consent of Assignee: (1) any transaction made pursuant to the express terms of the Lease or Service Agreement, provided that Assignor will not consent to any "Permitted Price Additions" (as defined in Section 14.1.C of the Lease) in excess of \$100,000 in any individual case, or \$500,000 in aggregate, without in each case the prior consent of Assignee, which consent shall not be unreasonably withheld; (2) any expansion of space on the same level of the Property as the Premises on substantially the same terms or on terms more favorable to Assignor as landlord; (3) any change of name of the tenant under the Lease or supplier under the Service Agreement involving neither an assignment of the Lease or Service Agreement, as the case may be, nor any other material change in the terms of the Lease or Service Agreement; (4) any assignment, sublet, or transfer of the tenant's interest in the Lease or the supplier's interest in the Service Agreement to an "Affiliate" or "Qualified Non-Affiliated Entity" in accordance with and as permitted under the Lease; or (5) any surrender of the Lease or voluntary termination of Lease or Service Agreement if another or new tenant or supplier is prepared to lease such space or provide such service on substantially the same terms or on terms more favorable to Assignor as landlord; it is understood that the foregoing list of permitted transactions is cumulative, that no single category of transaction is intended to be exclusive, and that if any particular transaction would satisfy the requirements of one category but not the requirements of another category, the transaction shall be permitted.

It is agreed that Assignee shall have no rights under this Assignment to enforce the provisions of the Lease, the Service Agreement, the Asset Purchase Agreement or the Security Agreement, and Assignor shall be entitled to collect and retain the rents, issues and profits of and from the Premises or any part thereof and under the Lease, the Service Agreement, the Asset Purchase Agreement and/or the Security Agreement, and to exercise all rights of Landlord under the Lease, Customer under the Service Agreement, Seller under the Asset Purchase Agreement and Secured Party under the Security Agreement, unless an Event of Default, as defined in either of the Mortgages, occurs and is continuing. In the event such an Event of Default shall have occurred and be continuing, Assignee shall be entitled forthwith without any notice whatsoever to Assignor to demand, receive and enforce Assignor's rights with respect to the Lease, the Service Agreement, the Asset Purchase Agreement and the Security Agreement, and to take possession and control of the Premises and shall have the sole and exclusive right and authority to manage and operate the same, to collect the rents, issues, profits and income therefrom, with full power to employ agents to manage the Premises, and to do all acts relating to such management, including, but not limited to, negotiation of new leases thereon, making adjustments of the Lease and the Service Agreement, paying fees or other charges due under the Service Agreement, contracting and paying for such repairs and replacements to the equipment and personal property located therein and used in any way in the operation, use, and occupancy of the Premises as in the sole judgment and discretion of Assignee may be necessary to maintain the same in a tenantable condition, purchasing and paying for such additional furniture and equipment as in the sole judgment of Assignee may be necessary to maintain a proper rental income from the Premises, employing necessary maintenance employees, purchasing fuel, providing utilities and paying for all

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other necessary expenses incurred in the operation of the Premises, maintaining adequate insurance coverage as provided in the Mortgages and paying the premiums therefor, and applying the net rents, issues, profits and income so collected from the Premises, after deducting the costs of collection thereof, which shall include a reasonable management fee for any management agent so employed, against the amount expended for repairs, upkeep, maintenance service, fuel, utilities, taxes, assessments, insurance premiums and such other expenses as it may be necessary or desirable to incur, in the sole discretion of Assignee, in connection with the operation of the Premises and satisfaction of obligations under the Lease and the Service Agreement, and against interest, principal or other charges which have or which may become due, from time to time, under the terms of the Loan Documents.

In the event such an Event of Default shall have occurred and be continuing, Assignor agrees to endorse and deliver to Assignee the Lease, the Service Agreement and the Security Agreement. Without limiting the provisions of the immediately preceding sentence, and whether or not Assignor endorses and/or delivers said Lease, Service Agreement and Security Agreement to Assignee, as aforesaid, this Assignment shall be deemed to be an assignment of such Lease, Service Agreement and Security Agreement to Assignee.

It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises upon Assignee, nor for the performance of any of the terms and conditions of the Lease and Service Agreement assigned hereunder, nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by the tenants or any other party or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury to any tenant, invitee, licensee, employee or stranger. Assignor agrees that Assignee does not assume any of the obligations or duties of Assignor under or with respect to the Lease and/or Service Agreement unless and until Assignee shall have given to the applicable other parties to the Lease and Service Agreement written notice that Assignee has affirmatively exercised its rights to assume the Lease and/or Service Agreement, it being agreed that Assignee has no duty or obligation to assume the Lease and/or Service Agreement.

The acceptance of this Assignment and the collection of the rents or exercise of rights hereby assigned in the event of an Event of Default, as referred to above, shall be without prejudice to and shall not constitute a waiver on the part of Assignee of any of Assignee's rights or remedies under the terms and conditions of the Loan Documents, at law or in equity, or otherwise.

Assignor hereby assigns to Assignee (a) any award or other payment which Assignor may hereafter become entitled to receive with respect to the Lease, the Service Agreement or the Security Agreement as a result of or pursuant to any bankruptcy, insolvency, or reorganization or similar proceedings involving the tenant under the Lease or the supplier under the Service Agreement and (b) any and all payments made by or on behalf of the tenant in lieu of rent. Assignor hereby irrevocably appoints Assignee as its attorney to appear in any such proceeding and/or to collect any such award or payment. Notwithstanding the foregoing, Assignor shall have the sole right to appear in any such proceeding and shall be entitled to retain any such award or

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payment if an Event of Default shall not have occurred and be continuing under either of the Mortgages.

Assignee may, at its option, notify any tenant or other parties of the existence of this Assignment.

The remedies of Assignee hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any of the other remedies of Assignee so long as any obligation under the Loan Documents remains unsatisfied.

All rights of Assignee hereunder shall inure to the benefit of its successors and assigns, and all obligations of Assignor shall bind its successors and assigns. All rights of Assignee in, to and under this Assignment and in and to the collateral security provided thereby shall pass to and may be exercised by any assignee thereof. Assignor agrees that if Assignee gives notice to Assignor of an assignment of said rights, upon such notice the liability of Assignor to the assignee shall be immediate and absolute.

All notices, demands and requests given hereunder shall be in writing. All such notices, demands and requests by Assignee to Assignor shall be deemed to have been properly given if served in person, if sent by commercial express courier service, or if sent by United States registered or certified mail, postage prepaid, addressed to Assignor at:

LaSalle National Trust, N.A., as Trustee
under Trust Agreement dated May 27, 1981
and known as Trust No. 107000
135 South LaSalle Street
Chicago, Illinois 60690

with a copy to:

Merchandise Mart Owners, Ltd.
Merchandise Mart Properties, Inc.
222 Merchandise Mart Plaza
Suite 470
Chicago, Illinois 60654
Attention: President

or to such other or additional addresses as the party to be addressed may from time to time designate by written notice to Assignee given as herein required. All notices, demands and requests by Assignor to Assignee shall be deemed to have been properly given if served in person, if sent by commercial express courier service, or if sent by United States registered or certified mail, postage prepaid, addressed to Assignee at:

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Metropolitan Life Insurance Company
200 Park Avenue
New York, New York 10166
Attention: Senior Vice President
Mortgage Investment Management

with a copy to:

Metropolitan Life Insurance Company
2001 Spring Road - Suite 400
Oak Brook, Illinois 60521
Attention: Vice President
Mortgage Portfolio Services

or to such other or additional addresses as Assignee may from time to time designate by written notice to Assignor given as herein required. Notices, demands and requests given by mail in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder five (5) days after the time such notice, demand or request shall be deposited in the mails. Notices, demands and requests given by courier service in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder on the earlier of the date of receipt or two (2) days after the time such notice, demand or request shall be delivered to said courier.

Unless otherwise expressly provided for herein for arbitrarily withholding any consent, approval, or satisfaction or for arbitrarily imposing any requirement, wherever under the terms hereof the consent, approval, or satisfaction of Assignee or Assignor is required or any requirement may be imposed by Assignee or Assignor, said consent, approval, or satisfaction shall not be unreasonably withheld or delayed and such requirement shall not be unreasonably imposed.

The Assignor consists of more than one entity and the liability of each such entity is joint and several.

It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee, are nevertheless each and every one of them, made not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding the Trustee personally, but are made and intended for the purpose of binding only the collateral security described herein, and this instrument is executed and delivered by LaSalle National Trust, N.A., not in its own right, but solely in the exercise of powers conferred upon it as Trustee and is payable only out of the property specifically described herein and in the Mortgages and out of all other security at any time given to secure the payment of the Notes. No personal liability or personal responsibility is assumed nor shall at any time be asserted or enforceable against LaSalle National Trust, N.A. on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the

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Trustee, in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived. This waiver shall not affect the personal liability of Beneficiary hereunder (as limited by the following paragraph) and nothing herein shall modify or discharge any personal liability expressly assumed by any guarantor of either of the Notes or by Beneficiary or by any other person or entity pursuant to any guaranty or other agreement or instrument.

Except in the case of fraud or misapplication of funds which constitute security for the Notes, including, but not limited to, any insurance or condemnation awards or proceeds that may come into the possession or control of Beneficiary, (a) no personal liability shall be asserted against Beneficiary under this instrument, such personal liability, if any, being expressly waived by Assignee, and (b) recourse in any suit for damages or any money judgment is limited to the property described in the Mortgages by enforcement of the provisions contained in the Mortgages and the Notes and by the enforcement of the provisions of any of the other Loan Documents and against and out of the property described in such other Loan Documents, the income from any such property, any funds held by Assignee pursuant to the Mortgages, insurance and condemnation awards and proceeds, and security deposits. This paragraph is not to be and shall not be deemed to be a release or impairment of the indebtedness evidenced by the Notes or an impairment of the lien of the Mortgages or any of the other Loan Documents and shall not preclude the Assignee from foreclosing the Mortgages in case of an Event of Default or a default under either of the Mortgages, either of the Notes or any of the other Loan Documents, or from enforcing any of Assignee's rights, except as stated in this paragraph. Nothing contained in this paragraph shall prejudice the right of the Assignee as against any other person or entity now or hereafter liable under any guaranty, bond, policy of insurance or other agreement or under the Notes, the Mortgages or any of the other Loan Documents nor relieve the Beneficiary of any personal liability for fraud or the misappropriation of funds which constitute security for either of the Notes, including, but not limited to, any insurance or condemnation awards or proceeds that may come into the possession or control of the Beneficiary. In no event shall any limited partner in the limited partnership which is the Beneficiary have any personal liability whatsoever under or on account of this Assignment.

[END OF TEXT]

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IN WITNESS WHEREOF, this Assignment has been executed by Assignor on the date and year first above written.

LASALLE NATIONAL TRUST, N.A., not individually or personally but solely as Trustee as aforesaid

By: [Signature]
Name: JOSEPH W. LANG
Its: VICE President

(SEAL)

Attest:

Nancy A. Stecker
Asst Secretary

MERCHANDISE MART OWNERS, LTD., an Illinois limited partnership

By: Mart Holdings Group, an Illinois general partnership, its sole general partner

By: Mart Holdings Group, Inc. (IL), an Illinois corporation, its Managing Partner

AT By: [Signature]
Name: Thomas M. Kerschner
Its: EXECUTIVE VICE PRESIDENT

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EXHIBIT A

Legal Description

PARCEL 1:

ALL OF THE LAND, PROPERTY AND SPACE BELOW, AT AND ABOVE THE SURFACE OF THE EARTH IN MARSHALL FIELD AND COMPANY'S AND CHICAGO AND NORTH WESTERN RAILWAY COMPANY'S SUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO, ALL IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT LOT 10 IN SAID RESUBDIVISION, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 OF THE RIGHT TO MAINTAIN THE EXISTING PORTIONS OF THE EAST LATERAL APPROACH TO THE FRANKLIN-ORLEANS VIADUCT AS GRANTED BY THE CITY OF CHICAGO BY AGREEMENT DATED JUNE 24, 1974 AND RECORDED JULY 12, 1974 AS DOCUMENT 22781631 OVER AND ACROSS THE SOUTH 16 FEET OF THAT PART OF WEST KINZIE STREET LYING BETWEEN THE WEST LINE OF NORTH WELLS STREET AND THE EAST LINE OF VACATED NORTH FRANKLIN STREET EXTENDED NORTH, LYING NORTH AND ADJOINING LOT 1 OF MARSHALL FIELD & COMPANY AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY RESUBDIVISION OF BLOCKS 5 AND 6 OF THE ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS GRANTED BY LASALLE NATIONAL BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NUMBER 36223 TO TRUSTEES NAMED ON EXHIBIT A ATTACHED TO SAID INSTRUMENT, BY INSTRUMENT DATED FEBRUARY 15, 1974 AND RECORDED APRIL 24, 1974 AS DOCUMENT 22695490 OVER AND ACROSS THAT PART OF LOT 10 BELOW THE FRANKLIN-ORLEANS STREET VIADUCT STRUCTURE IN MARSHALL FIELD & COMPANY AND CHICAGO AND NORTHWESTERN RAILWAY COMPANY RESUBDIVISION OF BLOCKS 5 AND 6 IN ORIGINAL TOWN OF CHICAGO IN THE SOUTH 1/2 OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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PARCEL 4:

PERPETUAL RIGHT, PERMISSION AND AUTHORITY TO CONSTRUCT, MAINTAIN, AND USE AN ENCLOSED PASSAGEWAY, NOT MORE THAN THIRTY-TWO AND ONE-HALF (32 1/2) FEET WIDE AND NOT MORE THAN THIRTY-EIGHT (38) FEET IN HEIGHT ABOVE THE FRANKLIN-ORLEANS STREET VIADUCT BETWEEN AN ELEVATION OF PLUS 47.0 CHICAGO CITY DATUM AND PLUS 85.0 CHICAGO CITY DATUM, FOR THE PURPOSE OF CONNECTING THE IMPROVEMENTS LOCATED FROM TIME TO TIME ON THE PROPERTIES LYING EAST AND WEST OF THE FRANKLIN-ORLEANS STREET VIADUCT TO BE LOCATED IN ACCORDANCE WITH THE TERMS OF THE AGREEMENT BY AND BETWEEN THE CITY OF CHICAGO, A MUNICIPAL CORPORATION OF ILLINOIS, AND LASALLE NATIONAL BANK, NOT INDIVIDUALLY, BUT AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED MARCH 1, 1967 AND KNOWN AS TRUST NO. 36223, DATED JUNE 18, 1974 AND RECORDED ON JUNE 23, 1974 AS DOCUMENT 22 764 367.

P.I.N.'S: 17-09-403-001-0000
 17-09-403-002-0001

Address of Property:

The Merchandise Mart
222 Merchandise Mart Plaza
Chicago, Illinois 60654

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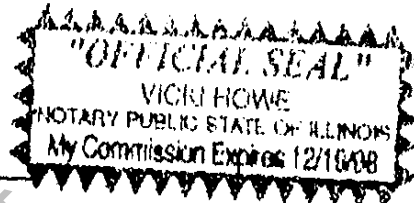
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VICKI HOWE, the undersigned, a Notary Public, in and fore said County, in the State aforesaid, DO HEREBY CERTIFY THAT JOSEPH W. LANG ^{Service} President of LaSalle National Trust, N.A., a national banking association, and WALTER A. STARK ^{Assistant} Secretary of said Trust, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Service President and Assistant Secretary, 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 Trust, as Trustee and aforesaid, for the uses and purposes therein set forth; and WALTER A. STARK Secretary then and there acknowledged that he as custodian of the corporate seal of said Trust, did affix the corporate seal of said Trust to said instrument as his free and voluntary act and as the free and voluntary act of said Trust, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of December, 1996

Vicki Howe
Notary Public

My Commission Expires: 12/19/98



Notary Public of Cook County Clerk's Office

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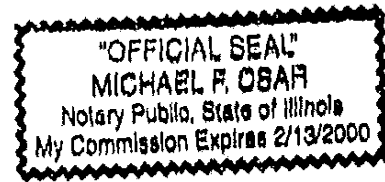
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, MICHAEL F. CSAR, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT THOMAS M. KEOULDY who is personally known to me to be the EXECUTIVE V.P. of Mart Holdings Group, Inc. (IL), an Illinois corporation, the Managing Partner in Mart Holdings Group, an Illinois general partnership, the sole general partner in Merchandise Mart Owners, Ltd., an Illinois limited partnership, and 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 EXECUTIVE V.P. of said corporation, as the Managing Partner as aforesaid, pursuant to authority given by the Board of Directors of said corporation, as his own free and voluntary act, as the free and voluntary act of said corporation as the Managing Partner as aforesaid, and as the free and voluntary act of said limited partnership, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 31st day of DECEMBER, 1996.

Michael F. Csar
Notary Public

My Commission Expires: 2/13/2000



THIS INSTRUMENT PREPARED BY:

MICHAEL F. CSAR
WILSON & McILVAINE
500 W MADISON ST
CHICAGO, IL 60661

RETURN AFTER RECORDING TO:

Box 326

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