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97230002

This instrument was prepared by (and after recording mail to):

James D. Chiafullo, Esq.
Thorp, Reed & Armstrong
One Riverfront Center
Pittsburgh, PA 15222

. DEPT-01 RECORDING \$35.00
. T#0012 TRAN 4509 04/02/97 14:58:00
. #0799 # CG *-97-230002
. COOK COUNTY RECORDER

12 of 13

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ASSUMPTION, AFFIRMATION AND FIRST AMENDMENT TO ASSIGNMENT OF RENTS AND LEASES

MADE as of the 25th day of March, 1997, by and between SUN LIFE ASSURANCE COMPANY OF CANADA, a Canadian company (the "Grantor") and the COMMONWEALTH OF PENNSYLVANIA STATE EMPLOYEES' RETIREMENT SYSTEM (the "Secured Party").

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WITNESSETH THAT:

WHEREAS, LaSalle National Trust, N.A., as Trustee under Trust Agreement dated January 15, 1992, and known as Trust No. 116878 ("Trustee"), and Foster/Pulaski Limited Partnership, an Illinois limited partnership ("Beneficiary") (collectively, "Seller"), executed and delivered a Mortgage Note dated March 31,

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1993 (the "Mortgage Note"), pursuant to which the Secured Party made a \$9,000,000 mortgage loan (the "Loan") to Seller; and

WHEREAS, in accordance with the provisions of the Mortgage Note, Seller executed and delivered that certain Assignment of Rents and Leases in favor of Secured Party dated as of March 31, 1993 and recorded April 16, 1993, in the Office of the Recorder of Deeds of Cook County, Illinois, at index number 93281622 (the "Assignment") granting a collateral assignment of rents and leases to Secured Party from that certain real estate of Seller which is described on Exhibit "A" hereto (the "Property"), in order to secure the payment of the principal of and interest on the Loan; and

WHEREAS, Seller has sold all of its right, title and interest to Grantor in the Property, and Grantor has assumed all of Seller's obligations as borrower under the Loan and the Mortgage Note and desires to assume the obligations of Seller under the Assignment in accordance with the terms hereof on a prospective non-recourse basis; and

WHEREAS, the Grantor and the Secured Party have agreed to execute and deliver that certain Assumption, Affirmation and First Amendment to Mortgage Note dated of even date herewith ("First Amendment"), pursuant to which the Secured Party agreed to permit the Grantor to assume the Loan and the obligations of Seller under that certain Mortgage Note on a prospective non-recourse basis; and

WHEREAS, the Grantor and the Secured Party desire to amend the Assignment to incorporate the terms of the First Amendment and

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to confirm that the Assignment secures the Loan and the Mortgage Note and all other obligations of the Grantor to the Secured Party.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The Assignment as amended hereby is given for the purpose of securing loan advances which Secured Party has made or may make to Grantor pursuant and subject to the terms and provisions of the Mortgage Note as amended, which Mortgage Note as amended is incorporated herein and made a part hereof by this reference. The parties hereto intend that, in addition to any other obligations secured hereby, the Assignment as amended hereby shall secure unpaid balances of loan advances made to or on behalf of Grantor after this Assumption, Affirmation and First Amendment to the Assignment of Rents and Leases is delivered to the Recorder of Deeds of Cook County, Illinois, for record, whether made pursuant to an obligation of Secured Party or otherwise.

2. Grantor, for itself, its successors and assigns, assumes the obligations of Seller as the grantor under the Assignment, affirms its obligations as Grantor under the Assignment, reaffirms the Assignment in its entirety, and covenants to perform any and all obligations, promises and covenants of Grantor contained in the Assignment; provided, that (i) the foregoing assumption shall be subject to Section 22 of the Assignment, (ii) Sun Life shall have not have personal liability

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for any matter which occurred prior to the date of recording of this Amendment and (iii) Sun Life acknowledges that it shall be personally liable for, and will promptly account to SERS for all rents, issues, profits and income derived from the Premises which are received by Sun Life and not properly expended by Sun Life in connection with the restoration or operation of the Premises, that accrue from and after the occurrence of Event of Default.

3. Section 16 of the Assignment shall be amended by deleting it in its entirety and inserting in its stead the following:

16. Notices. All notices, requests, reports, demands or other instruments required or contemplated to be given or furnished under this Assignment to Borrower to Assignee shall be directed to Borrower or Assignee as the case may be at the following addresses:

If to Assignee:

Legg Mason Real Estate Services
Philadelphia Regional Office
Corporate Headquarters
Mellor Bank Center, 12th Floor
1735 Market Street
Philadelphia, PA 19103-7501
Attn: Kenneth R. Moyer

With a copy to:

Chief Counsel and Chief
Investment Officer
Commonwealth of Pennsylvania
State Employees' Retirement System
30 North Third Street
Harrisburg, PA 17108-1147

With a copy to:

Julian, Toft & Downey, Inc.
Three First National Plaza
54th Floor
Chicago, IL 60602
Attn: Michael Goldman

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With a copy to: Thorp, Reed & Armstrong
One Riverfront Center
Pittsburgh, PA 15222
Attn: James D. Chiafullo, Esq.

If to Borrower: Sun Life Assurance Company of
Canada
One Sun Life Executive Park
Wellesby Hills, MA 02181
Attn: Chief Financial Officer

With a copy to: Goldberg, Kohn, Bell, Black,
Rosenbloom & Moritz, Ltd.
55 East Monroe Street, Suite 3700
Chicago, IL 60603
Attn: Stephen B. Bell, Esq.

4. Except as expressly amended hereby, all of the terms, provisions and conditions of the Assignment shall remain in full force and effect and shall be applicable hereto and are incorporated herein by reference thereto and made a part hereof.

IN WITNESS WHEREOF, the Grantor and the Secured Party have executed this Assumption, Affirmation and First Amendment to Assignment of Rents and Leases as of the day and year first above written.

SUN LIFE ASSURANCE COMPANY OF CANADA

By [Signature]
Title _____ for PRESIDENT

By [Signature]
Title _____ for SECRETARY

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COMMONWEALTH OF PENNSYLVANIA STATE
EMPLOYES' RETIREMENT SYSTEM

By: Legg Mason Real Estate Services, Inc.,
Agent

By *Kenneth N. Meyer*
Title *Vice President*

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State of Massachusetts)
County of Norfolk)

On this 27th day of March, 1997 before me appeared Julia H. Holloway and John Mulvihill both to me known to be acting for the President and Secretary respectively of the Sun Life Assurance Company of Canada, the corporation that executed the annexed instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Wendy Jean Gallagher
Wendy Jean Gallagher, Notary Public
My Commission expires: June 19, 2003

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COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia)

SS:

ON THIS, the 25th day of March, 1997, before me, the undersigned officer, personally appeared Harold K. Rosen who acknowledged himself to be the Vice President of Legg Mason Real Estate Services, Inc., and that he, as such Vice President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sylvia Kauffman
Notary Public

My Commission Expires:

NOTARIAL SEAL
SYLVIA KAUFFMAN, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 31, 1997

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