

COOK COUNTY RECORDER

Prepared by and  
return to:

Glenn T. Garfinkel  
Gould & Ratner  
222 N. LaSalle St.  
Chicago, IL 60601

**ASSIGNMENT AND  
TRANSFER OF INTEREST  
IN GROUND LEASES,  
BUILDING AND  
IMPROVEMENTS**

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KNOW ALL MEN BY THESE PRESENTS THAT:

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, 55 East Monroe Building L.L.C., a Delaware limited liability company (the "Assignor") does hereby sell, assign, transfer, release, set over, convey and deliver unto LaSalle National Bank, not personally but solely as Trustee under Trust Agreement dated March 3, 1998 and known as Trust No. 121604 (collectively, the "Assignee") and its successors and assigns, all of Assignor's rights, title and interest in and to the leasehold interest granted pursuant to the following ground leases: (a) that certain Indenture of Lease dated May 18, 1966, made by THE UNIVERSITY OF CHICAGO, a not for profit corporation of Illinois, individually and as Trustee under Deed in Trust dated May 4, 1916 and recorded June 6, 1916 as Document No. 5862434, to Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 4, 1966 and known as Trust No. 49367, which Indenture of Lease was recorded on May 23, 1966 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 19824280, and amended by a certain Amendment to Lease dated July 15, 1968 and by a certain Second Amendment to Lease dated February 6, 1973 and recorded February 27, 1973 as Document No. 22233163, and further amended by a certain Amendment to Lease dated November 29, 1977 and recorded July 28, 1978 as Document No. 24557609, and assigned by a series of assignments, last assigned to 55 East Monroe Building L.L.C. by document recorded June 21, 1995 as Document No. 95399778, demising and leasing for a term of years ending August 31, 2067, the premises described in Schedule A hereto (as so amended, the "U of C Lease"); (b) that certain Indenture of Lease dated May 18, 1966, made by THE BAPTIST THEOLOGICAL UNION, located at Chicago, an Illinois corporation, to CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Agreement dated May 4, 1966 and known as Land Trust No. 49367, which Indenture of Lease was

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recorded on May 23, 1966 in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 19834981, as amended by a certain Amendment to Lease dated July 15, 1968 and by a certain Second Amendment to Lease dated February 6, 1973 and recorded February 27, 1973 as Document No. 22233162, and further amended by a certain Amendment to Lease dated November 29, 1977 and recorded July 28, 1978 as Document No. 24557610, and assigned by a series of assignments, last assigned to 55 East Monroe Building L.L.C. by document recorded June 21, 1995 as Document No. 95399778, demising and leasing for a term of years ending August 31, 2067, the premises described in Schedule A hereto (as so amended, the "Baptist Lease"); (c) that certain Indenture of Lease dated May 1, 1969, made by Cole Taylor Bank, not personally but as Successor Trustee to Harris Trust and Savings Bank, an Illinois corporation, as Successor Trustee under Trust Agreement dated October 2, 1950 and known as Trust No. 9484, to Chicago Title and Trust Company, as Trustee under Trust Agreement dated May 4, 1966 and known as Trust No. 49367, which Indenture of Lease was recorded in the Office of the Recorder of Deeds of Cook County, Illinois as Document No. 21046254, and amended by Addendum to Lease dated May 1, 1969 and recorded as Document No. 20863207, by Addendum No. 2 to Lease dated as of June 6, 1969 and recorded as Document No. 21047587, by Addendum No. 3 to Lease dated as of November 1, 1971 and recorded as Document No. 22233164, and by Amendment to Ground Lease dated May 11, 1994, and assigned by a series of assignments, last assigned to 55 East Monroe Building L.L.C. by document recorded June 21, 1995 as Document No. 95399778, demising and leasing for a term of years ending August 31, 2067, the premises described in Schedule A hereto (as so amended, the "Cole Taylor Lease") (the U of C Lease, Baptist Lease and Cole Taylor Lease, are hereinafter collectively referred to as the "Leases"); (d) the premises described in Schedule A; and (e) the building, improvements and fixtures now or hereafter located on the premises described in Schedule A, and all tenements, hereditaments, easements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, from and after the date hereof.

This Assignment is made without covenant and warranty of any kind by the Assignor and without recourse to the Assignor.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall comprise a single document.

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ACCEPTANCE AND ASSUMPTION

The undersigned, being the Assignee referred to in the foregoing Assignment and Transfer of Interest in Ground Leases, Building and Improvements, in consideration for said Assignment and Transfer, does hereby accept the foregoing assignment and transfer, of the interests described therein and does hereby assume and agree to perform and be bound by all of the covenants and obligations of the Assignor as Lessee under the provisions of the Leases. Trustee's Exoneration Rider Attached Hereto and made a part Hereof

LASALLE NATIONAL BANK, as  
Trustee under Trust Agreement  
dated March 3, 1998 and known  
as Trust No. 121604 and not personally

ATTEST:

By: [Signature]  
Its: Asst. Secretary

By: [Signature]  
Its: Sr. Vice President

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CONFIDENTIAL

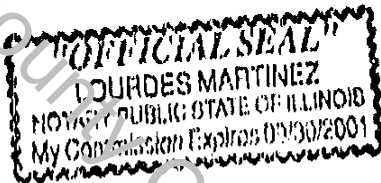
STATE OF ILLINOIS )  
                                      ) SS  
COUNTY OF COOK )

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joseph W. Lang, Sr. Vice President of **LASALLE NATIONAL BANK**, not personally but as Trustee under Trust Agreement dated March 3, 1998 and known as Trust No. 121604 and Daborah Berg, ASST. Secretary of said corporation, both personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such respective officers, appeared before me this day in person and acknowledged that they signed and delivered such instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal on July 2nd, 1998.

  
Notary Public

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



Clerk's Office



## TRUSTEE'S EXONERATION RIDER

This instrument is executed as Lessee by LaSalle National Bank, not personally, but solely as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed by and between the parties hereto and by every person, firm or corporation hereafter claiming any interest under this lease, that LaSalle National Bank, as Trustee, as aforesaid, and not personally, has joined in the execution of this lease for the sole purpose of subjecting the trust estate under said Trust Agreement to the terms of this lease; that any and all obligations, duties, covenants and agreements of every nature herein set forth by LaSalle National Bank, as Trustee as aforesaid, to be kept or performed, are intended to be kept, performed and discharged by the beneficiaries under said Trust Agreement or their successors in rights of ownership and control of said real estate, and not by LaSalle National Bank personally; and further that no duty shall rest upon LaSalle National Bank, either personally or as such 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 under the terms of this agreement, except where said Trustee is acting pursuant to direction as provided by the terms of said Trust Agreement, and after the Trustee has first been supplied with funds for the purpose. It is further agreed by the parties hereto that whenever and wherever the provisions of this lease contain any reference to the right of the Lessor to be indemnified, saved harmless, or reimbursed by the Lessee, for any costs, claims, loss, fines, penalties, damages or expenses of any nature, including without limitation, attorney's fees, arising in any way out of the execution of this lease or the use and occupancy of the leased premises of the relationship of Lessor and Lessee under this lease, then such obligation, if any, on the part of the Lessee shall be construed to be only a right of reimbursement in favor of Lessor out of the trust estate held under said Trust No. 121601 from time to time, so far as the same may reach; and in no case shall any claim or liability or right of reimbursement be asserted against the LaSalle National Bank individually, all such personal liability, if any, being hereby expressly waived; and this agreement shall extend to and inure for the benefit of the parties hereto, their respective successors and assigns, and all parties claiming by, through and under them. In the event of conflict between the terms of this Section and of the lease of which it is a part, on any question of apparent or claimed liability or obligation resting upon the said Trustee, the provisions of this section shall be controlling. LaSalle National Bank hereby covenants that it possesses full power and authority to execute this lease as trustee as aforesaid.

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SCHEDULE A

The Leases demise and lease the following described premises:

(a) The premises demised under the U of C Lease:

PARCEL 1-A:

LOTS TWO AND THREE IN BLOCK FOUR IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 1-B:

THE NORTH FIFTY-FOUR FEET OF LOT SIX IN BLOCK FOUR IN FRACTIONAL SECTION 15 ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

(b) The premises demised under the Baptist Lease:

PARCEL 2:

THE SOUTH 1/2 OF LOT 7 AND SUBLOTS 1, 2, 3, 4 AND 5 OF ASSESSOR'S DIVISION OF LOT 10 IN BLOCK IN FRACTIONAL SECTION 15; ADDITION TO CHICAGO, IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

(c) The premises demised under the Cole Taylor Lease:

PARCEL 3:

THE NORTH HALF OF LOT SEVEN AND THAT PART OF LOT SIX LYING SOUTH OF THE NORTH FIFTY-FOUR FEET THEREOF (EXCEPT THE EAST NINE FEET OF SAID LOTS) IN BLOCK FOUR IN FRACTIONAL SECTION FIFTEEN, ADDITION TO CHICAGO IN SECTION 15, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 55 East Monroe Street, Chicago, Illinois

PIN NOS.: 17-15-103-001-0000  
17-15-103-002-0000  
17-15-103-003-0000  
17-15-103-009-8001  
17-15-103-009-8002

Prepared By and after Recording Return To:

Glenn T. Garfinkel  
Gould & Ratner  
222 North LaSalle Street  
Suite 800  
Chicago, IL 60601

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