



# UNOFFICIAL COPY

COOK COUNTY CLERK'S OFFICE  
100 NORTH WASHINGTON STREET, CHICAGO, IL 60602  
TEL: (312) 603-4000

(b) This certain assignment of lease and leasehold interest in real property (the "Assignment of Lease") existing and to be assigned to the assignee and its successors and assigns in accordance with the terms and conditions set forth in the lease and leasehold interest in real property (the "Lease") dated as of May 14, 1998 (the "Lease")...

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(b) The assignee has full right and power to sell and assign, and to cause to be assigned and assigned to the interest of parties to an agreement with, any party other than assignor.

A copy of this assignment shall be governed by the contract in...

Each provision of this assignment shall be enforceable and enforceable to the full extent permitted by law. If any provision of this assignment is held to be unenforceable or invalid, or if any part of any provision shall be held to be unenforceable or invalid, the remainder of this assignment shall remain in full force and effect. This assignment shall be enforceable and enforceable to the full extent permitted by law.

(b) That certain Assignment of Leases and Rents dated as of May 14, 1998 (the "Assignment of Leases"), assigning to Assignor all existing and future leases and rents relating to the Premises and recorded on MAY 15, 1998, in Book 7606 page 0067 in the Cook County Clerk's Office. ② Inst # 98404629

2. Assumption. From and after the date hereof, Assignee hereby accepts the Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Security Instrument and the Assignment of Leases required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except that Assignor hereby warrants and represents to Assignee that:

(a) Prior to the execution hereof, Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Security Instrument or the Assignment of Leases to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Security Instrument and Assignment of Leases as of the date above first written.

Assignor:

FIRST UNION NATIONAL BANK

By:

*William J. Coane*

Name: ~~Craig Lieberman~~

Title: ~~Director/Vice President~~

WILLIAM J. COHANE  
VICE PRESIDENT

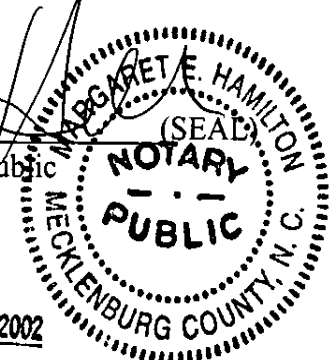
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STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

Margaret E. Hamilton a Notary Public in and for said state and county, do hereby certify that ~~Craig Lieberman~~ personally appeared before me this 22 day of Feb, 1999 and acknowledged that he is the Director/Vice President of First Union National Bank, a national banking association, and that by authority duly given and as the act of First Union National Bank, the foregoing instrument was signed in its name by its Director/Vice President, sealed with its corporate seal, and attested to by himself as its \_\_\_\_\_

Margaret E. Hamilton  
Notary Public  
MARGARET E. HAMILTON  
MECKLENBURG COUNTY  
My Commission Expires July 24, 2002



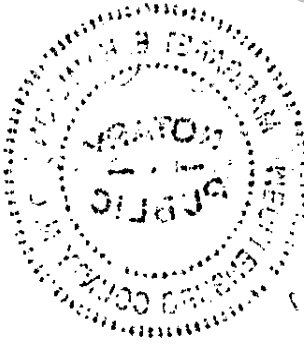
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ATTORNEY

REPRESENTING

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## EXHIBIT A

## LEGAL DESCRIPTION

The part of Section 1, Township 42 North, Range 10 East of the Third Principal Meridian, described as follows: Beginning at a point in the East and West center line of said Section 1, 66.00 feet East of the center of said Section 1, begin also the East line of Baldwin Road as per document Number 21960657, and running thence South 0 degrees East along said East line, 135.376 feet; thence south 87 degrees 23 minutes 18 seconds East, 844.689 feet; thence south 76 degrees 37 minutes 00 seconds East, 145.55 feet; thence North 13 degrees 23 minutes 00 seconds East, 124.00 feet; thence North 76 degrees 37 minutes 00 seconds West, 64.00 feet; thence South 13 degrees 23 minutes 00 seconds West, 64.00 feet; thence North 76 degrees 37 minutes 00 seconds West, 41.24 feet; thence North 38 degrees 41 minutes 19 seconds West, 811.75 feet; thence North 87 degrees 23 minutes 18 seconds West, 429.95 feet to the East line of Baldwin Road; thence South along said East line of Baldwin Road, 287.53 feet; thence continuing along said East line of Baldwin Road, South 23 degrees 45 minutes 23 seconds East, 99.29 feet; thence continuing South 0 degrees East along said East line of Baldwin Road, 150.00 feet to the point of beginning, in Cook County, Illinois.

TAX ID # 36-3354385