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Cook County Recorder 27.00



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Property of Cook County Clerk's Office

ASSIGNMENT OF LEASEHOLD INTEREST

PREPARED BY:
FUCHS AND ROSELLI,LTD
6 WEST HUBBARD
SUITE 800
CHICAGO, ILLINOIS 60610
MICHAEL O'CONNOR

154

4-198

ADDRESS OF PROERTY: 180 WEST WASHINGTON
CHICAGO, ILLINOIS 60602

TAX INDEX NUMBER 17-09-446-007

MAIL TO:
FUCHS AND ROSELLI,LTD
6 WEST HUBBARD
SUITE 800
CHICAGO, ILLINOIS 60610
MICHAEL O'CONNOR

BOX 333-CTI

ASSIGNMENT OF LEASEHOLD INTEREST

American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated November 5, 1998, and Known as Trust No. 124572-06 ("Assignor"), in consideration of the sum of Ten and 00/100 Dollars (\$10.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, transfers, sets over and conveys to 180 West Washington, L.L.C. ("Assignee"), all of Assignor's right, title and interest in and to the Assignor's interest under the Ground Lease dated January 1, 1995, between Assignor as Lessee and American National Bank and Trust Company of Chicago, not personally but solely as Trustee under Trust Agreement dated December 1, 1994, and Known as Trust No. 123908-03 ("Lessor")("Ground Lease") relating to the premises legally described on Exhibit A attached hereto and made a part hereof.

The Assignor warrants and represents to the Assignee that there are no modifications, alterations or amendments to the Ground Lease except as expressly disclosed in writing to the Assignee. There are no actual, alleged or claimed defaults by the Lessor or Lessee under the Ground Lease nor is there any fact or circumstance which constitutes, or which with passage of time or the giving of notice or both would constitute, a default on the part of Lessor or Lessee under the Ground Lease; the Assignor has not assigned any of its right title and interest in the Ground Lease or pledged its interest therein as collateral for any loan except as expressly disclosed in writing to the Assignee and consented to by the Assignee.

In the event of a breach of any warranty or representation made herein, the Seller hereby indemnifies, defends and agrees to hold the Assignee harmless against all losses, damages, liabilities, costs, expenses (including reasonable attorney's fees) and charges which Assignee may incur to which Assignee may become subject as a direct or indirect consequence of such breach or liability, including all incidental and consequential damages.

All notices, waivers, demands, requests or other communications required or permitted hereunder shall, unless otherwise expressly provided, be in writing and be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered; (ii) if mailed, on the third (3rd) business day after deposit in the United States mail, certified or registered, postage prepaid, return receipt requested; (iii) if telexed, faxed, telegraphed or telecopied, six (6) hours after being dispatched by telex, fax, telegram or telecopy, if such sixth (6th) hour falls on a business day within the hours of 8:00 a.m. through 6:00 p.m. of the time in effect at the place of receipt, or at 8:00 a.m. on the next business day thereafter if such sixth (6th) hour is later than 6:00 p.m.; or (iv) if delivered by reputable overnight express courier, freight prepaid, the next business day after delivery to such courier; in every case addressed to the party to be notified as follows:

If to Assignee: 180 West Washington, L.L.C.
c/o Special Assets, Inc.
166 West Washington
Chicago, Illinois 60602
Attention: Mr. Ari Shulman
Facsimile:(312) 425-1580

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with copies to: Fuchs and Roselli, Ltd
6 West Hubbard, Suite 800
Chicago, Illinois 60610
Attention: Michael T. O'Connor
Facsimile:(312)245-0030

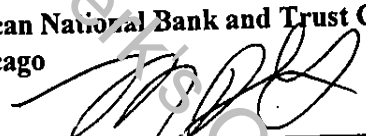
If to Assignor: American National Bank
Land Trust Department
120 South La Salle Street
Chicago, Illinois 60603
Attention: _____
Facsimile: _____

with copies to: Mandel, Lipton & Stevenson, Ltd.
120 North LaSalle, Suite 2900
Chicago, Illinois 60602
Attention: Mr. Richard Mandel
Facsimile:(312) 236-0781

Either party hereto may change the names and addresses of the designee to whom notice shall be sent by giving written notice of such change to the other party hereto in the same manner as all other notices are required to be delivered hereunder.

ASSIGNOR:

American National Bank and Trust Company
of Chicago

By: 
Its: TRUST OFFICER
Exculpation on Pg 3

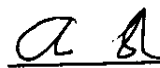
DATED: Jan 7, 1999.

ACCEPTANCE AND ASSUMPTION

The undersigned Assignee hereby accepts the foregoing Assignment of Leasehold Interest and agrees to assume, fulfill, perform and discharge all of the various commitments, duties, obligations and liabilities of Assignor under and by virtue of the Ground Lease hereby assigned which arise on or after the date hereof.

ASSIGNEE:

180 West Washington, L.L.C.

By: 
Ari Shulman
Its: Manager

DATED: January 8, 1999.

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EXHIBIT A

Legal Description: LOT 2 IN ISAAC VANDERPOLL'S SUBDIVISION OF LOT 5 AND THE WEST HALF OF LOT 6 IN BLOCK 40 OF ORIGINAL TOWN OF CHICAGO IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property: 180 WEST WASHINGTON STREET, CHICAGO, ILLINOIS

P.I.N. 17-09-446-007

This instrument is executed by the undersigned Land Trust not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

EXEMPT UNDER PROVISIONS OF PARAGRAPH E, SEC. 200.1-2 (B-6) OR PARAGRAPH E, SEC. 200.1-4 (9) OF THE CHICAGO TRANSFERROR TAX ORDINANCE.

M. T. O'Connell
BUYER, SELLER, REPRESENTATIVE

Exempt under provisions of Paragraph E, Section 4, Real Estate Transfer Tax Act.

1/11/99
Date

M. T. O'Connell
Buyer, Seller or Representative

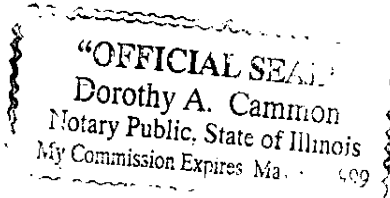
The grantor or his agent affirms that, to the best of his knowledge, the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 1/11, 19 99 Signature: [Signature] Grantor or Agent

Subscribed and sworn to before me by the

said grantor this 11 day of Jan 19 99.

[Signature] Notary Public



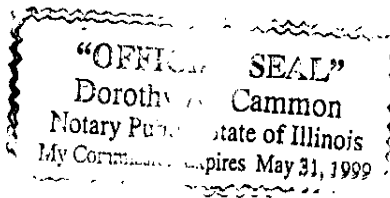
The grantee or his agent affirms and verifies that the name of the grantee shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois.

Dated 1/11, 19 99 Signature: [Signature] Grantee or Agent

Subscribed and sworn to before me by the

said grantee this 11 day of Jan 19 99.

[Signature] Notary Public



NOTE: Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

[Attach to deed or ABI to be recorded in Cook County, Illinois, if exempt under provisions of Section 4 of the Illinois Real Estate Transfer Tax Act.]