UNOFFICIAL COPY 7 7 3695577

 \mathcal{M}

ASSIGNMENT OF DECLARATION OF PROTECTIVE COVENANTS FOR RIVER OAKS WEST BUSINESS PARK, CALUMET CITY, ILLINOIS

THIS ASSIGNMENT OF DECLARATION OF PROTECTIVE COVENANTS FOR RIVER DAKS WEST BUSINESS PARK, CALUMET CITY, ILLINOIS made and entered into as of the 2/2 day of March, 1988
("Assignment") by and between BOTABA REALTY COMPANY, a Texas
general partnership (hereinafter called "Assignor") and THE
STEEL CITY NATIONAL BANK OF CHICAGO, Trustee under Trust
Agreement lated March 1, 1988, and known as Trust No. 3024
(hereinafter called "Assignee").

HITNESSETH

WHEREAS, Kaiser Aetna, a California general partnership ("Kaiser") made a Declaration of Protective Covenants for River Oaks West Business Park, Calumet City, Illinois dated December 18, 1974 recorded with the Recorder of Deeds of Cook County, Illinois, January 12, 1975 as Document No. 22971509 and filed on January 22, 1975 with the Registrar of Titles as Document No. LR-2792268 (the "Declaration") covering premises located in the River Oaks West Business Park, Calumet City, Illinois, which premises are more fully described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, Assignor as successor in interest to Kaiser, wishes to assign all of its right, title and interest as Grantor under the Declaration to Assignee, upon the terms and conditions as hereinafter set forth; and

WHEREAS, Assignee desires to take an assignment of the right, title and interest of Grantor under the Declaration.

ing the program of the second of the second

Otoponia or Coot County Clert's Office

en produce de la composition de la comp La composition de la

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and other good and valuable consideration, the parties hereto hereby covenant and agree as follows:

- as of Assignment of Grantor's Obligation. Effective as of Assignment Date"), Assignor hereby assigns, grants, conveys and quitclaims all of its right, title and interest as Grantor under the Declaration.
- 2. Assumption of Assignor's Obligations. Effective as of the Assignment Date, Assignee, in consideration of the Assignment, hereby covenants and agrees to assume and be bound by all of the terms, covenants, agreements, conditions and provisions to be henored, observed and/or performed by Assignor as Grantor pursuant to the Declaration.
- Declaration. Notwithstanding this Assignment, Assignor understands and hereby covenants and agrees that it shall remain fully and primarily liable for the honoring and performance of all of its obligations, covenants and agreements under and pursuant to the Declaration with respect to all obligations and liabilities of Grantor account prior to the Assignment Date. Assignor shall not be liable for or bound by any of the terms, covenants, agreements, conditions and provisions of the Declaration with respect to any period of time after such date.
- 4. <u>Assignee's Address for Notices</u>. As of the Assignment Date, Assignee's legal address for notices under the Declaration shall be:

Atopeth of County Clerk's Office

is executed by STEEL CITY NATIONAL BANK, This Assignment of Declaration not personally, but as Trustee under Trust No. 3024 expressly understood and agreed by and between 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, indernities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal varranties, indemnities, representations, covenants, undertakings and agreement; by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the Trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the STEEL CITY NATIONAL BANK or for any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any warranty, indemnity, representation, covenant, uno taking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

DATE: March 21, 1988

STEEL CITY NATIONAL BANK as Trustee, and not personally

:: Mesuel Hage

ATTES1 .

Marilynn J. Divine

CORPORATE SEAL

STATE OF ILLINOIS COUNTY OF COOK

"OFFICIAL SEAL"
LYNNE E. THOMAS
HOTARY PUBLIC, COUNTY OF
COOK, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/6/90

Notary Public

Property of Cook County Clark's Office

The Steel City National Bank of Chicago 3030 East 92nd Street Chicago, Illinois 60617 Attention: Land Trust Department

IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Grantor's obligations under the Declaration to be duly executed under proper authority as of the day and year first above written.

ASSIGNOR:

BOTABA REALTY COMPANY

BY: TRANSCONTINENTA - CORPORATION

Managing General Partner

Its: Yair Mailer

(Corporate Seal)

ASSIGNEE:

STEEL CITY NATIONAL BANK OF CHICAGO, as Trustee aforesaid

Trustee's Rider Attached Hereto and Made A Part Hereof

369557

"_我我们还是我看了,我们还是我的老女女的人的老女女,我们还是我们的人。"

states of the first and first the state of the first terms.

A control of the state of the s

CHOOPEA ST AGE WINNA DUT FINGS

Tricky, deitar Attached Hersty and Made A Park durast

- :

'LEGAL DESCRIPTION:

ALL OF LOTS 1-23 INCLUSIVE, IN RIVER OAKS WEST BUSINESS PARK, BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NUMBERS:

29-21-100-021 - 2 - \$BU	29-24-400-033 - 14 - \$130
29-24-400-022 - 3 - \$BO	29-24-400-034 -15 - ABC
29-24-400-022 - H - BBO	29-24-400-035 -16 - 8BO
29-24-400-024 5 - 8/30	0 14 5
29-24-400-025 - 6 800	70 9750
29-24-400-026 - 7 - 930	
29-24-400-027 - 8 - ABC	29-24-400-039 - 20 - 8BO
29-24-400-028 - 9 - 860	
29-24-400-029 - 10-880	
29-24-400-030 - 11 - \$180	29-24-462-952 - 23-480
29-24-400-031 _ /2 - 480	* /
29-24-400-032 - 13 - 880	29-24-200-029 -10 \$180
NBO	Tig. m
	C

Serio of County Clerk's Office

COUNTY OF SANTA BARBARA S

On HARCH 10, 1988, before me, the undersigned, a Notory Public in and for said State, personally appeared 11. A. VALLEE, known to me to be the VICE President and HARLON R. SCHESTAG, known to me to be the ACST.

Secretary of Transcontinental Corporation, the corporation that executed the within instrument and known to me to be the persons who executed the within instrument on behalf of said corporation, said corporation being known to me to be one of the partners of Botaba Realty Company, the partnership that executed the within instrument, and acknowledged to me that such corporation executed the same as such partner and that such partnership executed the same.

WITNESS my hand and official leal

Signature

3695577

Torcoop County Clark's Office

ावक मण्यु ८३ स्थि अ ३५

3595577

