

08-16-280-101  
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EASEMENT FOR CREATION AND MAINTENANCE OF A DETENTION/RETENTION POND CREATED BY THAT CERTAIN AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JANUARY 4, 1980 AS DOCUMENT NO. 25306989 AND FILED WITH THE REGISTRAR OF TITLES ON JANUARY 4, 1980 AS DOCUMENT NO. LR 3139276 AND AMENDED BY DOCUMENT NO. 26527048 AND FILED AS DOCUMENT NO. LR 3296792 PERTAINING TO LOTS 1, 2 AND 3 AND DESCRIBED AS EASEMENT PARCELS A, B AND C, IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

PARCEL D: LOT 2 IN CARL M. TEUSCH SUBDIVISION OF PART OF THE EAST HALF OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL C: LOT 3 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL B: LOT 2 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL A: LOT 1 IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

RECIPROCAL EASEMENTS FOR INGRESS AND EGRESS AS CREATED BY THAT CERTAIN AGREEMENT DATED AUGUST 2, 1979 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON OCTOBER 1, 1979 AS DOCUMENT NO. 25121074 AND FILED WITH THE REGISTRAR OF TITLES ON OCTOBER 1, 1979 AS DOCUMENT NO. LR3121973, AND AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT DATED JANUARY 27, 1981 AND RECORDED WITH THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON JUNE 4, 1981, AS DOCUMENT NO. 25893428 AND FILED WITH THE REGISTRAR OF TITLES ON JUNE 4, 1981 AS DOCUMENT NO. LR3218008, PERTAINING TO THE FOLLOWING PARCELS OF LAND:

PARCEL 2:

ILLINOIS.  
LOT 1 IN ARLINGTON HEIGHTS PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT RECORDED AS DOCUMENT NO. 25261219 AND FILED AS DOCUMENT NO. LR3133810 IN COOK COUNTY,

PARCEL 1:

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(4) This Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions, except as the enforcement thereof may be limited by laws relating to bankruptcy, insolvency,

2. Representations of Assignor. Assignor represents to Assignee that:  
1. Recitals. The Recitals hereinabove set forth are hereby incorporated herein by this reference thereto.

AND ASSIGNOR HEREBY COVENANTS, AGREES AND REPRESENTS AS FOLLOWS:

NOW, THEREFORE, for and in consideration of the foregoing, and as additional security for the payment of the loan and performance of the loan documents, Assignor does hereby set over, assign and transfer to Assignee, upon the terms and conditions hereinafter contained, the entire lessor's interest in and to any and all leases (including all extensions and renewals thereof), now or hereafter existing (the "Leases"), and any and all rents, income and profits, of and from the property and from all buildings, structures, and improvements now or hereafter existing thereon (the "Premises").

WHEREAS, Assignor is willing to grant the assignment set forth herein for the purposes set forth below, and as a condition of the loan, Assignor has been requested to deliver this Assignment; and

WHEREAS, Assignor has been requested to deliver this Assignment; and as the "Loan Documents"; and to as the "Loan Documents"; and the obligations thereunder are hereinafter collectively referred to as the "Bonds" and the documents which evidence and secure even date herewith, which Bonds are to be collateralized by the 90 Company First Mortgage Revenue Bonds Radisson Hotel Series 1989 (the "Bonds") pursuant to a Private Placement Memorandum of Issuance certain mortgage bonds known as the \$11,600,000 I-

WHEREAS, Assignor executed a certain Mortgage and Security Agreement of even date herewith (the "Mortgage") in favor of Assignee, which encumbers the property legally described on Exhibit attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Mortgage was given as security for repayment of that Mortgage Note of even date herewith (the "Note") in the principal amount of \$11,600,000 from the Land Trust to Assignee, which evidences a certain loan (the "Loan") by Assignee in said amount; and

W I T N E S S E T H:

THIS ASSIGNMENT is made as of the 15th day of September, 1989 by American National Bank and Trust Company of Chicago, not personally or individually but solely as Trustee under a Trust Agreement dated November 8, 1978 and known as Trust No. 45170 (the "Land Trust"), and I-90 Company, an Illinois limited partnership (the "Beneficiary"), being the sole beneficiary of the Land Trust (the Land Trust and the Beneficiary are hereinafter jointly referred to as the "Assignor"), to the Exchange National Bank of Chicago, as Trustee under that certain indenture of Trust from the Land Trust and the Beneficiary dated as of September 15, 1989 ("Assignee").

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

9-19-89 DESCRIPTION APPLICABLE PART 1 ON COPY 13058 AND OTHER PROPERTY 1304620

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Signature]

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(d) Assignor shall not enter into any lease or alter, modify or change the terms and provisions of any lease or give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any lease other than in the normal course of business) or approval, required or permitted by such terms and provisions or cancel or terminate any lease without the prior written consent of Assignee (unless occurring in the ordinary course of business through arms length dealings), which consent or approval shall be promptly delivered to Assignor by Assignee and shall not be unreasonably withheld or delayed. Assignor agrees to provide Assignee copies of all proposed leases and any proposed modification or other matter for which Assignee's consent or approval is required by the provisions of this Assignment at least five (5) days prior to Assignor's execution thereof;

(c) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all leases, or any or all rents, issues, income or profits assigned hereunder without the prior written consent of Assignee;

(b) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits in the normal course of business;

(a) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the leases to be observed or performed by the lessor thereunder, and shall not do or suffer to be done anything to impair the security thereof, or without the express written consent of Assignee (unless occurring in the ordinary course of business through arms length dealings), (i) release the liability of any tenant thereunder, or (ii) consent to any tenant thereunder withholding the payment of rent or making monetary advances and offsetting the same against future rents, or (iii) consent to any tenant thereunder claiming a total or partial eviction, or (iv) consent to any tenant thereunder terminating or cancelling any lease except in the normal course of business, or (v) enter into any oral lease with respect to all or any portion of the premises;

3. Covenants of Assignor. Assignor covenants and agrees that so long as this Assignment shall be in effect:

(c) Assignor has not heretofore executed any instrument or performed any act which may or might prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation.

(b) Except under the mortgage, the Assignor has not heretofore made any other assignment of its entire or any part of its interest in and to any or all of the leases, or any or all of the rents, issues, income or profits assigned hereunder, nor has the Assignor entered into any agreement to subordinate any of the leases or Assignor's right to receive any of the rents, issues, income or profits assigned hereunder; and

reorganization, moratorium, receivership or other similar laws affecting creditors' rights generally;

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(b) Failure of Assignor to promptly perform any other condition, covenant, term, agreement or provision required to be performed or observed by Assignor under this Assignment; provided, however, that unless and until the continued operation and safety of the premises, or the priority, validity or enforceability of the lien created by this Assignment, the other loan

(a) Failure of the Assignor to pay within five (5) days after the date when due any amount payable pursuant to the Loan Documents or this Assignment other than the final installment of principal or interest due on the Maturity Date as defined in the Note;

5. Events of Default. Each of the following shall constitute an Event of Default for purposes of this Assignment:

4. Rights Prior to Default. So long as Assignor is not in default hereunder, Assignor shall have the right to collect at the time, but not more than thirty (30) days in advance, of the date provided for the payment thereof, all rents, issues, income and profits assigned hereunder (other than security or similar deposits), and to retain, use and enjoy the same. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

(j) Except in the ordinary course of business through arms length dealings, the Assignor shall enforce the observance and performance of each and every covenant, term, condition and agreement contained in each and every Lease to be observed and performed by the tenant(s) thereunder.

(i) Assignor shall give prompt notice to Assignee of any default on the part of the Lessor with respect to any Lease received from any tenant or guarantor thereunder; and

(h) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the Lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including reasonable attorneys' fees, in any such action or proceeding in which Assignee may be named as a party;

(g) Except in the ordinary course of business through arms length dealings, the Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(f) Except in the ordinary course of business through arms length dealings, the Assignor shall not alter, modify or change the terms of any guaranty or any Lease, or cancel or terminate any such guaranty or do or suffer to be done anything which would terminate any such guaranty as a matter of law, without the prior written consent of Assignee;

(e) Except in the ordinary course of business through arms length dealings, the Assignor shall not accept a surrender of any Lease, or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of any tenant thereunder;

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Documents or the value of the Premises is immediately threatened or jeopardized, Assignor shall have a period not to exceed thirty (30) days after written notice of any such failure of performance to cure the same; provided, further, that if such failure is not susceptible to cure within such 30-day period, Assignor shall have an additional reasonable period of time (in no event more than sixty (60) additional days) to cure such failure so long as Assignor has commenced cure within the original 30-day period and thereafter diligently pursues such cure;

(c) The existence of any material inaccuracy or untruth in any representation, covenant or warranty contained in this Assignment, the other Loan Documents, or of any statement or certification as to facts delivered in connection therewith;

(d) At any time, the Assignor or any general partner of the Beneficiary files a voluntary petition in bankruptcy, or is adjudicated a bankrupt or insolvent, or institutes (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law, or admits in writing his, her or its inability to pay his, her or its debts as they mature, or makes an assignment for the benefit of his or its creditors, or seeks or consents to or acquiesces in the appointment of any receiver, trustee or similar officer for all or any substantial part of his, her or its property;

(e) The commencement of any involuntary petition in bankruptcy against Assignor or any general partner of the Beneficiary or any reorganization, arrangement, composition, readjustment, dissolution, liquidation or similar proceedings under any present or future Federal, state or other statute or law or the appointment of a receiver, trustee or other officer for all or any substantial part of the property of the Assignor which shall remain undismissed or undischarged for a period of sixty (60) days;

(f) The levy against the collateral secured by this Assignment, or any portion thereof, or any execution, attachment, sequestration or other writ which is not released within thirty (30) days after the date created;

(g) Any sale, transfer, lease, assignment, conveyance, pledge, financing, lien or encumbrance made in violation of the provisions of this Assignment; or

(h) The occurrence of any Event of Default under any of the Loan Documents which Event of Default is not cured within the grace or cure period, if any applicable thereto.

6. Rights and Remedies Upon Default. At any time upon or following the occurrence of any one or more Events of Default under the provision of Paragraph 5 of this Assignment, Assignee may, at its option and without any obligation to do so, without in any way waiving such Event or Events of Default, without notice or demand on the Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor from any obligation hereunder, without releasing Guarantor from any obligation under the Guaranty, and with or without bringing any action or proceeding:

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The undersigned, Clerk of Cook County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois, and that the same is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

Witness my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1900.

CLERK OF COOK COUNTY

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(a) Declare the unpaid balance of the principal sum of the Note and the Bonds, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder, provided, that for such purpose, this Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and provided, further, that Assignor will facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate as defined in the Note and shall be secured by this Assignment.

7. Application of Proceeds. All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default under the provisions of Paragraph 5 of this Assignment shall be applied as follows:

(a) First, to reimbursement of Assignee for and of all reasonable expenses of: taking and retaining possession of the Premises; managing the Premises and collecting the rents, issues, income and profits thereof, including without limitation, reasonable salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary and proper, and reasonable attorneys' fees; operating and maintaining the Premises, including without limitation, taxes, charges, claims, assessments, water rents, sewer rents, other liens, and premiums for any insurance provided in the Mortgage; and the cost of all alterations, renovations, repairs or replacements of or to the Premises which Assignee may deem necessary and proper, with interest thereon at the Default Rate;

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(b) Second, to reimbursement of Assignee for and of all reasonable sums expended by Assignee pursuant to Paragraph 6(d) hereof to make any payment or do any act required herein of Assignor, together with interest thereon at the Default Rate;

(c) Third, to reimbursement of Assignee for and of all other reasonable sums with respect to which Assignee is indemnified pursuant to Paragraph 8 hereof, together with interest thereon at the Default Rate;

(d) Fourth, to reimbursement of Assignee for and of all other reasonable sums expended or advanced by Assignee pursuant to the terms and provisions of or constituting additional indebtedness under any of the Loan Documents, with interest thereon at the Default Rate;

(e) Fifth, to the payment of all accrued and unpaid interest on the principal sum of the Bonds;

(f) Sixth, to payment of the unpaid balance of the principal sum of the Bonds; and

(g) Seventh, any balance remaining to Assignor, its successors and assigns.

8. Limitation of Assignee's Liability. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises following the occurrence of any one or more Events of Default under the provisions hereof or from any other act or omission of Assignee in reasonably managing, operating or maintaining the Premises following the occurrence of any one or more Events of Default under the provisions hereof. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment, and, to the extent permitted by law, Assignor shall and does hereby agree to indemnify Assignee for, and to hold Assignee harmless of and from, any and all liability, loss or damage which Assignee may or might incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, that Assignor's obligation pursuant to this Paragraph 8 shall not extend to any occurrence or matter in which Assignee has been guilty of willful misconduct or gross negligence. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger; provided, however, that if and when Assignee exercises its rights hereunder and by itself or through

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third parties undertakes the management, administration and operation of the Premises, Assignee shall be deemed a "mortgagee in possession" and Assignor shall not be obligated to indemnify or hold Assignee harmless from the consequences of the negligent acts and omissions of Assignee.

9. Non-Waiver. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, or any of the other Loan Documents; this Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments; and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefore, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

10. Further Assurances. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may reasonably request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

11. Severability. The invalidity or unenforceability of any particular provision of this Assignment shall not affect the other provisions, and this Assignment shall be construed in all respects as if such invalid or unenforceable provision had not been contained herein.

12. Benefit. This Assignment is binding upon Assignor, its successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

13. Written Modifications. This Assignment shall not be amended, modified or supplemented except by a written agreement of Assignor and Assignee.

14. Duration. This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the Loan Documents, at which time Assignee agrees to provide an instrument (in duplicate original) which releases its rights hereunder.

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

16. Notices. Any notice or demand required or permitted to be given under this Assignment shall be in writing and shall be personally delivered, delivered by express mail such as Federal Express or mailed by United States certified mail, return receipt requested, addressed as follows:

TO SECURED PARTY: The Exchange National Bank  
of Chicago  
120 South LaSalle Street  
Chicago, Illinois 60603  
Attn: Corporate Trust Department



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The Court of Sessions, Glasgow, Scotland, do hereby certify that the following is a true and correct copy of the original as filed in the Court of Sessions, Glasgow, Scotland, on the 10th day of August, 1910.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Court of Sessions, Glasgow, Scotland, this 10th day of August, 1910.

Wm. J. McNeill, Clerk of the Court of Sessions, Glasgow, Scotland.

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TO DEBTOR:

I-90 Company  
c/o Allen S. Musikantow  
919 N. Michigan Avenue, Suite 1919  
Chicago, Illinois 60611

With a Copy To:

Ernest Greenberger, Esq.  
Greenberger, Krauss & Jacobs  
Chartered  
180 N. LaSalle Street, Suite 2700  
Chicago, Illinois 60601

Any notice or demand given by United States mail shall be deemed given on the second business day after the same is deposited in the United States mail as certified mail, addressed as above provided with postage thereon fully prepaid. Either party may designate a different address for notice purposes by giving notice thereof in accordance with this Paragraph 16; provided, however, that such notice shall not be deemed given until actually received by the addressee.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

This instrument is executed by the undersigned Land Trustee, 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 of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by and for the benefit of the Trustee and are not to be construed as a liability or personal responsibility of the Trustee. The Trustee shall not be liable for any loss or damage or enforcement of any of the terms of this instrument, including this Paragraph 16, or any covenant, undertaking or agreement made on the part of the Trustee as herein made.

AMERICAN NATIONAL BANK AND TRUST  
COMPANY OF CHICAGO, not personally  
or individually, but solely as Land  
Trustee as aforesaid

Attest: [Signature]  
Its: Assistant Secretary

By: [Signature]  
Its: VICE PRESIDENT

I-90 COMPANY, an Illinois limited  
partnership

By: [Signature]  
Allen S. Musikantow, a general  
partner

By: The Musikantow Equity  
Corporation, an Illinois  
corporation, a general partner

Attest: [Signature]  
Its: Assistant Secretary

By: [Signature]  
Its: President

Property Address:  
75 West Algonquin Road  
Arlington Heights, Illinois

PIN: 08-16-200-101

This instrument was prepared by and,  
after recording, return to:  
Charles H. Braun, Esq.  
Horwood, Marcus & Braun Chartered  
333 West Wacker Drive, Suite 2800  
Chicago, Illinois 60606

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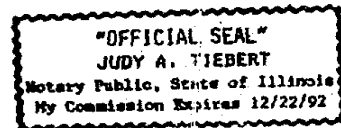
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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Judy A. Tiebert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that ALLEN S. MUSIKANTOW, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as a general partner of I-90 Company, an Illinois limited partnership, (the "Partnership"), appeared before me in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of the Partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15<sup>th</sup> day of September, 1989.

Judy A. Tiebert  
Notary Public



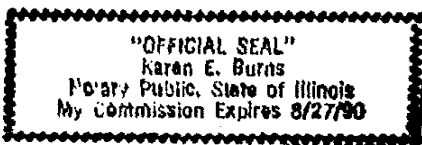
STATE OF ILLINOIS )  
 ) SS.  
COUNTY OF COOK )

I, KAREN E. BURNS, a Notary Public in and for said County, in the State aforesaid, do hereby certify that J. MICHAEL WHELAN, the PRESIDENT of American National Bank and Trust Company of Chicago (the "Bank"), and Anita M. Lutkus, the ASSISTANT SECRETARY of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such PRESIDENT and ASSISTANT SECRETARY, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth; and the said then and there acknowledged that he, as custodian of the seal of said Bank, did affix the seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 12<sup>th</sup> day of September, 1989.

SEP 12 1989

Karen E. Burns  
NOTARY PUBLIC



(SEAL)

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STATE OF ILLINOIS

NO. 7

COUNTY OF COOK

IN SENATE, January 11, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, APRIL 11, 1899, RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of January, 1901.

Property of Cook County Clerk's Office

STATE OF ILLINOIS  
COUNTY OF COOK

IN SENATE, January 11, 1901.

REPORT OF THE COMMISSIONERS OF THE LAND OFFICE, IN ANSWER TO A RESOLUTION PASSED BY THE SENATE, APRIL 11, 1899, RELATIVE TO THE LANDS BELONGING TO THE STATE OF ILLINOIS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 11th day of January, 1901.

RECORDED  
JAN 11 1901  
CLERK OF THE SENATE

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UNOFFICIAL COPY

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NOTARY PUBLIC STATE OF ILLINOIS  
JUDY A. TIEBERT  
13/22/92

3825995

Property of Cook County Clerk's Office

"OFFICIAL SEAL"  
JUDY A. TIEBERT  
Notary Public, State of Illinois  
My Commission Expires 13/22/92

Notary Public

*Judy A. Tiebert*

GIVEN under my hand and notarial seal, this 15<sup>th</sup> day of September, 1989.

I, Judy A. Tiebert, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Allen S. Musikanow and Peter B. Loughman, who are personally known to me and to be the same persons whose names are subscribed to the foregoing instrument as the President and Assistant Secretary, respectively, of THE MUSIKANOW EQUITY CORPORATION, an Illinois corporation, a general partner of I-90 COMPANY, an Illinois limited partnership (the "Partnership"), appeared before me in person and acknowledged that they signed, sealed and delivered said instrument as President and Assistant Secretary of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation as a general partner of the Partnership, for the uses and purposes therein set forth.

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS: )

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IN DUPLICATE

John Heasler

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1989 SEP 19 PM 2:21  
CAROL MOSELEY BRAUN  
REGISTRAR OF TITLES

IDENTIFIED  
No.  
Registrar of Torts & Titles  
CAROL MOSELEY BRAUN  
F.A.T.I.C.

First American Title Insurance  
Company of the Mid West  
200 North LaSalle Street Suite 400  
Chicago, Illinois 60602 750.6780

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REGISTERED  
3825995

Faint, mostly illegible text at the bottom of the page, possibly containing a deed or title description.