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Cook County Recorder

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ASSIGNMENT AND ASSUMPTION OF RESTATED LEASE AGREEMENT

This Assignment and Assumption of Restated Lease Agreement is made as of this 14th day of March, 2001 by and between River City Fee, LLC, an Illinois limited liability ("Assignor"), and River City Holdings, LLC, an Illinois limited liability company ("Assignee").

WHEREAS, the Assignor and Parkway Bank and Trust Company as Trustee for Trust No. 11855 under a certain Trust Agreement dated December 15, 1997 ("Trustee") made and entered into a lease dated as of the 2nd day of January, 1998 ("Restated Lease"), pursuant to the terms and conditions of which Assignor granted, demised and leased to Trustee certain real estate located at 800 South Wells Street in Chicago, Illinois described on Exhibit A, attached hereto and made a part hereof.

WHEREAS, the Assignor desires to assign, transfer, and set over into Assignee all of Assignor's right, title, and interest as lessor in, under, and to the Restated Lease and the leasehold estate created by said Restated Lease, and the Assignee desires to accept and assume the same. Now, therefore, for and in consideration of Ten Dollars (\$10.00), the mutual promises of each party to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. Assignor represents and warrants to the Assignee that the Restated Lease has not been amended or modified and that it is in full force and effect and to be best of its knowledge that no default exists on the part of the Assignor in the performance of any of the terms, covenants, provisions, conditions, or obligations contained in the Restated Lease.
2. Assignor hereby transfers, assigns, and conveys to Assignee all of the right, title and interest of Assignor as lessor in and to the Restated Lease and the leasehold estate created thereby, together with all of the right, title and interest of the Assignor in and to the premises described in the Restated Lease and all the improvements located thereon. Assignor does hereby agree to indemnify, defend and hold Assignee harmless from and against any liability, damages, causes of action, costs and expenses, including, without limitation, reasonable attorney fees and costs, incurred by Assignee by reason of the failure of the Assignor, prior to the date hereof, to fulfill, perform and discharge all of the various commitments, duties, obligations and liabilities of Assignor under and by virtue of the Restated Lease hereby assigned, including without limitation, any commitment, obligation or liability of Assignor with respect to the security deposits; provided however, that the foregoing assignment and indemnification shall not extend to commitments, duties, obligations and liabilities arising from the acts or omissions of Assignee on or after the date hereof.
3. Assignee hereby accepts the above assignment and agrees to assume, keep, observe, and perform hereafter all of the terms, conditions, covenants, and provisions to be

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performed or observed on the part of the Assignor as lessor under the Restated Lease. Assignee does hereby agree to indemnify and hold Assignor harmless from and against any liability, damages, causes of action, costs and expenses, including, without limitation, reasonable attorney fees and costs, incurred by Assignor by reason of the failure of the Assignee, after to the date hereof, to fulfill, perform and discharge all of the various commitments, duties, obligations and liabilities of Assignee under and by virtue of the Restated Lease hereby assumed, including without limitation, any commitment, obligation or liability of Assignee with respect to the security deposits; provided, however, that the foregoing acceptance and indemnification shall not extend to commitments, duties, obligations and liabilities arising from the acts or omissions of Assignor before the date hereof.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written

River City Fee, LLC

By: American Invsco Development Corporation

Its: Its Manager

By:

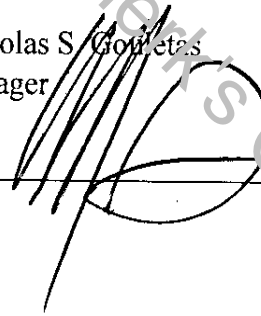

Vice President

Its:

River City Holdings, LLC, an Illinois limited liability company

By: Nicholas S. Gouletas

Its: Manager



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MAIL:

Robert Mintz
Foy & Grove
311 S. Wacker Dr
Chgo, IL 60606
Suite 6200

Prepared by:

Anthony DiBenedetto
505 N. Lake Shore Dr
Chgo, IL 60611 - Ste 214

Exhibit A
Legal Description
Leasehold

THE LAND DESCRIBED AS FOLLOWS:

LYING ABOVE A HORIZONTAL PLANE OF ELEVATION -6.00 FEET AND THAT PART LYING BELOW A HORIZONTAL PLANE OF ELEVATION +52.50 FEET CHICAGO CITY DATUM, OF BLOCKS 85 AND 86 IN THE SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN AND OF THE FILLED OLD CHANNEL OF THE SOUTH BRANCH OF THE CHICAGO RIVER, ALL TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF BLOCK 86 AFORESAID, WITH THE SOUTH LINE OF WEST POLK STREET; THENCE NORTH 89 DEGREES 53 MINUTES 33 SECONDS WEST ALONG THE SOUTH LINE OF WEST POLK STREET 10.00 FEET TO A POINT ON THE WEST LINE OF SOUTH WELLS STREET (SAID WEST LINE BEING DRAWN 10.00 FEET WEST OF AND PARALLEL WITH THE AFOREMENTIONED EAST LINE OF BLOCK 86), SAID POINT BEING THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE SOUTH 0 DEGREES 03 MINUTES 37 SECONDS EAST ALONG THE WEST LINE OF SOUTH WELLS STREET, AFORESAID, 388.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 23 SECONDS WEST, PERPENDICULARLY TO THE LAST DESCRIBED COURSE, 201.31 FEET TO THE EASTERLY LINE OF A 20 FOOT PERMANENT ACCESS EASEMENT PER CIRCUIT COURT OF COOK COUNTY CASE NUMBER 76 L 11684 ENTERED JULY 1, 1977; THENCE SOUTH 5 DEGREES 26 MINUTES 15 SECONDS EAST ALONG THE EASTERLY LINE OF THE PERMANENT ACCESS EASEMENT AFORESAID, 101.46 FEET; THENCE SOUTH 84 DEGREES 33 MINUTES 45 SECONDS WEST, PERPENDICULARLY TO THE LAST DESCRIBED COURSE, 130.60 FEET; THENCE SOUTH 20 DEGREES 16 MINUTES 42 SECONDS WEST, 21.67 FEET TO THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AS ESTABLISHED BY ORDINANCE PASSED JULY 8, 1926; THENCE NORTH 5 DEGREES 26 MINUTES 15 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 27.27 FEET TO ITS POINT OF INTERSECTION WITH THE SOUTHWESTERLY FACE OF THE DOCK AS IT EXISTED PRIOR TO JULY 8, 1926; THENCE NORTH 17 DEGREES 31 MINUTES 24 SECONDS WEST ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 39.09 FEET; THENCE NORTH 4 DEGREES 27 MINUTES 27 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTH BRANCH OF THE CHICAGO RIVER AFORESAID, 459.60 FEET TO A POINT ON THE HERETOFORE MENTIONED SOUTH LINE OF WEST POLK STREET; THENCE SOUTH 89 DEGREES 53 MINUTES 33 SECONDS EAST ALONG THE SOUTH LINE OF WEST POLK STREET AFORESAID, 378.88 FEET TO THE HEREINABOVE DESIGNATED POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Address of Property: 800 S Wells, Chicago
Permanent Index Tax Number: 17-16-401-004-0000 &

17-16-401-005-0000

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VIVIAN WHITE, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that ANTHONY R. DI BENEDETTO, who is personally known to me to be the Vice President of American Invsco Development Corporation, an Illinois corporation appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the Vice President of said Corporation, the Manager of River City Fee, LLC as his free and voluntary act and the free and voluntary act of the Corporation, pursuant to authority granted to him by the Board of Directors of the Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14TH day of March, 2001.

Vivian White
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, VIVIAN WHITE, a Notary Public, in and for and residing in said County, in the State aforesaid, do hereby certify that NICHOLAS S. GOULETTAS, who is personally known to me to be the MANAGER of River City Holdings, LLC, an Illinois limited liability company, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as the MANAGER of said limited liability company, as his free and voluntary act.

Given under my hand and notarial seal this 14TH day of MARCH, 2001.

Vivian White
Notary Public



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