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2002-02-27 16:29:58

Cook County Recorder

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0020230369

ASSIGNMENT AND ASSUMPTION OF LEASE

01-1141
1071

RETURN TO AFTER RECORDING:

LANDAMERICA NATIONAL COMMERCIAL SERVICES
450 SOUTH ORANGE AVENUE, SUITE 170
ORLANDO, FLORIDA 32801
ATTN: KEREN BAKI



7 pgs

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RETURN TO AFTER RECORDING: LandAmerica National Commercial Services 450 S. Orange Avenue, Suite 170 Orlando, Florida 32801 Attn: Keren Baki	0020230369
PREPARED BY: Dale A. Burket, Esquire Lowndes, Drossick, Doster, Kantor & Keen, P.A. 215 North Eola Drive P.O. Box 2809 Orlando, Florida 32802	SPACE ABOVE THIS LINE FOR RECORDER'S USE

01-11441

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is effective as of the 26th day of November, 2001, among **CNL FUNDING 2001-A, LP**, a Delaware limited partnership ("Assignor"), **LaSalle Bank National Association, as Trustee under Trust Agreement dated October 18, 2001 and known as Trust Number 128344** ("Assignee") and **Blake E. Waterhouse and Audrey J. Waterhouse** ("Beneficiaries") under the following circumstances:

A. Assignor is the Landlord with respect to that certain Lease Agreement between Assignor and Vicorp Restaurants, Inc., a Colorado corporation, dated May 14, 2001 (the "Lease"), as evidenced by Memorandum of Lease dated May 14, 2001, filed of record June 13, 2001, as Document No. 0010516902, whereby Assignor leased to Vicorp Restaurants, Inc., that certain property known as Bakers Square #20205, Rolling Meadows, Cook County, Illinois, more particularly described on the attached Exhibit "A"; and

Known by street and number as: 1755 Algonquin Road, Rolling Meadows, Illinois

Permanent Parcel No.: 08-08-403-009

B. Assignor desires to assign to Assignee all of Assignor's right, title and interest in, to and under the Lease, and Assignee desires to assume all of Assignor's obligations under the Lease arising after the date of this Assignment.

NOW, THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor assigns to Assignee all right, title and interest of the Landlord in, to and under the Lease, and Assignee hereby accepts said assignment.

01-000951

2. Assignor represents and warrants that Assignor holds all such right, title and interest of Landlord under the Lease, has the right to convey the same to Assignee, that such right, title and interest are unencumbered by Assignor, that the Lease is in full force and effect, and that, to Assignor's actual knowledge, neither the Landlord nor the Tenant is in material default of any of its obligations under the Lease, nor has any event occurred which, with notice, the passage of time, or both, could constitute a material default under the Lease.

3. Assignor hereby agrees to indemnify Assignee and Beneficiaries against, and hold Assignee and Beneficiaries harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, first arising or accruing prior to the date hereof in connection with Assignor's performance or observance of, or the failure to perform or observe, any agreement or obligation of Landlord arising under the Lease. Beneficiaries, jointly and severally, hereby agree to indemnify Assignor against, and hold Assignor harmless from, any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, arising or accruing as of or subsequent to the date hereof in connection with Assignee's performance or observation of, or failure to perform or observe any agreement or obligation of Landlord arising under the Lease hereby assigned to Assignee.

4. This instrument is made and entered into by LaSalle Bank National Association, not in its individual capacity, but solely in its capacity as trustee under the provisions of a Trust Agreement dated October 18, 2001 and known as Trust No. 128344, pursuant to the power and authority conferred upon it under and by virtue of the terms and provisions of said Trust Agreement (and LaSalle Bank National Association hereby represents that it is authorized and empowered to enter into this instrument in its capacity as Trustee, as aforesaid), and the covenants and undertakings herein made and entered into by it are made and entered solely for the purpose of binding the Trust estate, and it is expressly agreed by the parties hereto and by all persons claiming by, through or under them that no personal liability is assumed by or shall at any time arise or be asserted or enforced against LaSalle Bank National Association, in its individual capacity, on account of this instrument, on account of the covenants herein contained or on account of the Lease hereby assigned.

SIGNED as of the date first written above.


[Signatures on Next Page]

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Signed, Sealed and Delivered
In the Presence of:

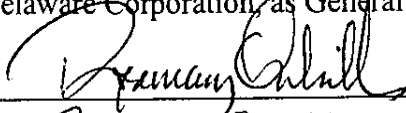
"ASSIGNOR"

CNL FUNDING 2001-A, LP, a Delaware
limited partnership


Name: James Lee

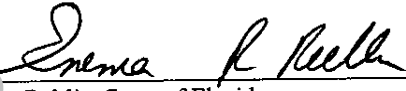
By: CNL Funding 2001-A, Inc., a
Delaware Corporation, as General Partner


Name: Wilfredo Otero

By: 
Name: Rosemary Q. Mills
Title: Senior Vice President
Finance & Strategic Planning

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 19 day of November, 2001, by Rosemary Q. Mills, as SUPPESP of CNL Funding 2001-A, Inc., a Delaware Corporation, as General Partner of CNL Funding 2001-A, LP, a Delaware limited partnership on behalf of the corporation and limited partnership.


Notary Public, State of Florida
Printed Name: _____
Notary Commission No. _____
My Commission Expires: _____



Emma R. Ruffin
My Commission DD007473
Expires March 08, 2005

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Signed, Sealed and Delivered

In the presence of:

"ASSIGNEE"

LaSalle Bank National Association, as
Trustee under Trust Agreement dated
October 18, 2001 and known as Trust
Number 128344 and not personally

Nancy A. Carlin
Name: Nancy A Carlin

Patricia K. Holtry
Name: Patricia Holtry

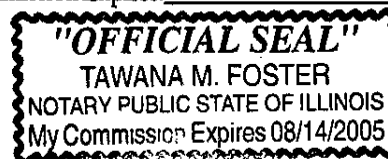
By: Harriet Denisewicz
Name: Harriet Denisewicz
Title: Trust Officer

STATE OF ILLINOIS

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 16 day of November, 2001, by
Harriet Denisewicz as Trust Officer on behalf of LaSalle Bank National Association,
as Trustee under Trust Agreement dated October 18, 2001 and known as Trust Number 128344.

Tawana M. Foster
Notary Public, State of Illinois
Printed Name: Tawana Foster
Notary Commission No. _____
My Commission Expires: _____



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Signed, Sealed and Delivered
In the presence of:

"BENEFICIARIES"

Name: _____

Blake E. Waterhouse

Blake E. Waterhouse

Name: _____

Audrey J. Waterhouse

Audrey J. Waterhouse

STATE OF HAWAII

COUNTY OF Honolulu

The foregoing instrument was acknowledged before me this 19th day of November, 2001, by Blake E. Waterhouse and Audrey J. Waterhouse, to me known or satisfactorily proven to be the persons who executed the same as Beneficiaries, for the purpose therein stated.

Cheryl A. Nakao

Notary Public, State of Hawaii

Printed Name: CHERYL NAKAO

Notary Commission No. 88-148

My Commission Expires: 03/21/2004



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EXHIBIT "A"

That part of Lot 4 in 58-62 Venture Subdivision of part of Section 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the most Northerly corner of Lot 4 in Said 58-62 Venture Subdivision; thence South 12 degrees, 10 minutes, 10 seconds, West 271.97 feet to a point being 297.66 feet Easterly of the Southwestly corner of Lot 6 in said 58-62 Venture Subdivision; thence continuing South 12 degrees, 10 minutes, 10 seconds, West a distance of 20.03 feet; thence South 64 degrees, 18 minutes, 39 seconds, East 123.39 feet; thence North 21 degrees, 25 minutes, 20 seconds, East for a distance of 297.37 feet to a point in the Northeasterly line of Lot 4 in said 58-62 Venture Subdivision, said line being an arc of circle convex Northeasterly having a radius of 2,814.79 feet; thence Northwesterly along said arc for a distance of 170.03 feet to the place of beginning, in Cook County, Illinois.

NOTE: The above description is the record description contained in the deed; the subject premises described above may also be described as follows:

That part of Lot 4 in 58-62 Venture Subdivision of part of Sections 8 and 9, Township 41 North, Range 11, East of the Third Principal Meridian, described as follows: Beginning at the most Northerly corner of Lot 4 in 58-62 Venture SUBdivision aforesaid; thence South 19 degrees, 41 minutes, 49 seconds West along the Northwesterly line of said Lot 4 and its extension for a distance of 292.0 feet to a point; thence South 56 degrees, 47 minutes 00 seconds East 123.39 feet, to a point; thence North 28 degrees, 56 minutes, 34 seconds, East 297.38 feet to a point in the Northeasterly line of Lot 4 in 58-62 Venture Subdivision aforesaid, said line being an arc of a circle convex Northeasterly, having a radius of 2614.79 feet; thence Northwesterly along said arc for a distance of 170.02 feet to the place of beginning; in Cook County, Illinois.