

UNOFFICIAL COPY

0020736307

8596/0041 07 006 Page 1 of 4
2002-07-03 14:26:24
Cook County Recorder 27.50

Prepared by:
Zimmerman, Shuffield, Kiser & Sutcliffe, P.A.
Post Office Box 3000
Orlando, Florida 32802-3000
Attn: Sue Schnabel

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
SKOKIE OFFICE
FILE



After Recording Return to
Kenneth J. Glick, Esq.
Ray & Glick, Ltd.
611 Milwaukee Avenue
Libertyville, Illinois 60048

CSF 021221

ASSIGNMENT OF LEASE AND MEMORANDUM OF LEASE

THIS ASSIGNMENT is made and entered into by and between CNL INCOME FUND XVII, LTD., a Florida limited partnership, having its office for business at 450 South Orange Avenue, Orlando, Florida 32801 (the "Assignor") and HARRIS TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated February 1, 2002 and known as Trust #HTW 6018, c/o George Shepard, having his address at 930 Carriage Lane, Lake Bluff, Illinois 60044 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor, as seller, has agreed to sell, and Assignee, as buyer, has agreed to buy, that certain tract of land known as **200 Skokie Boulevard in the Village of Wilmette, Cook County, Illinois**, which land is described in that certain Lease Agreement between Assignor, as Landlord, and Vicorp Restaurants, Inc., a Colorado corporation, as Tenant, as evidenced by a Memorandum of Lease dated October 28, 1999, and recorded November 3, 1999, as Document No. 09035691, Official Public Records of Cook County, Illinois (the "Lease"); and

WHEREAS, concurrently with the sale of such land as aforesaid, Assignor desires to assign all of its right, title and interest in, to, and under the Lease; and

WHEREAS, Assignee desires to acquire Assignor's right, title and interest in, to, and under the Lease.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration paid to the Assignor by the Assignee, the receipt and sufficiency of which is hereby expressly confessed and acknowledged, the Assignor does hereby assign, transfer, set over and convey all of its right, title and interest in, to, and under the Lease unto the Assignee, its successors and assigns. Assignor agrees to indemnify and hold Assignee harmless from and against any loss, damage, liability, cost or expense (including reasonable attorney's fees and court costs) accruing under or arising out of the Lease prior to the effective date hereof. Assignee agrees to assume the obligations of Landlord under the Lease from and after the effective date hereof and agrees to indemnify and hold Assignor harmless from and against any loss, damage, liability, cost or expense (including reasonable attorney's fees and court costs) accruing under or arising out of the Lease from and after the effective date hereof.

EXECUTED this 27th day of June, 2002.

WITNESSES:

ASSIGNOR:

CNL INCOME FUND XVII, LTD.

Dale van Gelder
Dale van Gelder
Lori Hirt

By: [Signature]
Name/Title: James M. Senett, Jr.
General Partner

LORI HIRT

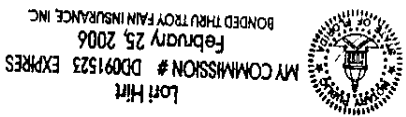
sms/cnl/wilmettleleaseassignment.wpd

Property of Cook County Clerk's Office

Print Name: _____
Notary Public, State Illinois
My commission expires: _____

The foregoing instrument was acknowledged before me this _____ day of June, 2002, by George Shepard, as Agent for Harris Trust & Savings Bank, as Trustee under Trust Agreement dated February 1, 2002 and known as Trust #HTW 6018. He is personally known to me, and did not take an oath.

STATE OF ILLINOIS
COUNTY OF _____



Print Name: _____
Notary Public, State of Florida
My Commission Expires: _____

The foregoing instrument was acknowledged before me this _____ day of June, 2002, by George M. Shepard, Jr., as General Partner of CNL INCOME FUND XVII, LTD., a Florida limited partnership, on behalf of said partnership. He is personally known to me, and did not take an oath.

STATE OF FLORIDA
COUNTY OF ORANGE

By: _____
George Shepard, Agent

HARRIS TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated February 1, 2002 and known as Trust #HTW 6018

WITNESSES: _____
[signatures continued on following page] ASSIGNEE:

sms/cnl/wilmettleleaseassignment.wpd

Print Name: _____
 Notary Public, State of Illinois
 My commission expires: _____
 OFFICIAL SEAL
 My commission expires: _____
 Notary Public, State of Illinois
 KENNETH J. GLICK
 My Commission Expires: 09/12/08

The foregoing instrument was acknowledged before me this 26th day of June, 2002, by George Shepard, as Agent for Harris Trust & Savings Bank, as Trustee under Trust Agreement dated February 1, 2002 and known as Trust #HTW 6018. He is personally known to me, and did not take an oath.

STATE OF ILLINOIS
 COUNTY OF LaSalle

Notary Public, State of Florida
 Print Name: _____
 My Commission Expires: _____

The foregoing instrument was acknowledged before me this _____ day of June, 2002, by _____, as General Partner of CNL INCOME FUND XVII, LTD., a Florida limited partnership, on behalf of said partnership. He is personally known to me, and did not take an oath.

STATE OF FLORIDA
 COUNTY OF ORANGE

HARRIS TRUST & SAVINGS BANK, as Trustee under Trust Agreement dated February 1, 2002 and known as Trust #HTW 6018
 By: George Shepard, Agent

ASSIGNEE: _____ WITNESSES: _____

Property of Cook County Clerk's Office

05-32-306-033

05-32-306-049

Lot 1 and the South 100 feet (as measured along the East line thereof) of Lot 2 in Mangel's Subdivision of part of Lot 31 in County Clerks Division of Section 32, Township 42 North, Range 13, East of the Third Principal Meridian, according to the plat recorded as Document Number 21067238, in the Village of Wilmette, in Cook County, Illinois.