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2002/09/27 11:58:36

2002-09-27 11:58:36

Cook County Recorder

62.00

UPON RECORDING MAIL TO:

Mike Alesia
Alesia, Menconi & Irsuto
1111 Plaza Drive, Suite 690
Schaumburg, IL 60173



0021063792

ASSIGNMENT OF LESSOR'S INTEREST IN TENANT LEASES

THIS ASSIGNMENT is made as of this 27th day of August, 2002, between DOMINICK'S FINER FOODS, INC., a Delaware corporation ("Assignor"), and PARKVIEW PLAZA PARTNERS, LLC, an Illinois limited liability company ("Assignee").

RECITALS

A. Assignor owns the fee interest in those certain premises described on Exhibit A attached hereto (the "Premises").

B. The Premises are leased pursuant to the leases described in Exhibit B attached hereto (the "Tenant Leases"). Assignor holds all right, title and interest in and to the lessor's interest under the Tenant Leases.

C. Assignor has agreed to sell the Premises to Assignee and in connection with the sale as agreed to assign the Tenant Leases to Assignee and Assignee as agreed to assume the Tenant Leases.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, and in consideration of the premises and the mutual covenants, conditions and agreements contained herein and in the Agreement, the parties agree as follows:

1. Assignment:

Effective as of the Effective Date, Assignor hereby transfers, sets over and assigns to Assignee all right, title and interest of Assignor in and to the Tenant Leases, TO HAVE AND TO HOLD the same to Assignee, its successors and assigns forever; SUBJECT, HOWEVER, to each and every provision of the Tenant Leases and as hereinafter provided.

2. Acceptance of Assignment:

Effective as of the Effective Date, Assignee accepts the within assignment and agrees to perform and discharge all of the covenants, terms, conditions and provisions to be kept, observed and performed by Assignor as lessor under the Tenant Leases.

BOX 333-CTI

LHYNES #79-96-823-D1

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3. Assignor's Indemnity of Assignee.

Assignor hereby agrees to defend and indemnify Assignee, its directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignor as lessor under the Tenant Leases prior to the Effective Date.

4. Assignee's Indemnity of Assignor.

Assignee hereby agrees to defend and indemnify Assignor, and its respective directors, officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from any breach or default committed or alleged to have been committed by Assignee, its successors or assigns, as the lessor under the Tenant Leases from and after the Effective Date.

5. Effective Date:

This Assignment shall be effective as of the date of recording of the deed conveying title to the Premises to Assignee (the "Effective Date").

6. Counterparts:

This Assignment may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

7. Binding Effect:

This Assignment shall be binding on and inure to the benefit of the parties and their respective heirs, successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed on behalf of each of them respectively, by their respective officers thereunto duly authorized, in multiple originals, all as of the day and year first above written.

ASSIGNOR:

DOMINICK'S FINER FOODS, INC.
a Delaware corporation,

By: *Don Ma*
Its Assistant Vice President

By: *Wendee Whitehead*
Its Assistant Secretary

Date: *8/21/02*

Form Approved By: _____

ASSIGNEE:

PARKVIEW PLAZA PARTNERS, LLC
an Illinois limited liability company

By: *[Signature]*
Its: *MGT*

By: *John C. Conell*
Its: *Manager*

Date: *8/27/02*

(Acknowledgments on following page)

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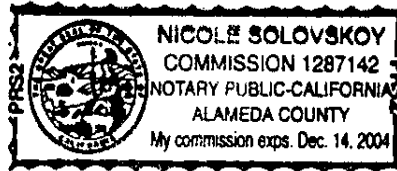
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ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
COUNTY OF ALAMEDA) ss.

On August 21, 2002, before me, Nicole Solovskoy, Notary Public, personally appeared Denise M. Roman and Wendall Mitchell personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the persons or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature Nicole Solovskoy (Seal)

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(Acknowledgment for Assignor)

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2002, before me, _____, a notary public in and for said state, personally appeared _____, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

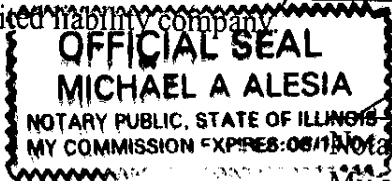
WITNESS my hand and official seal.

Notary Public of California
My Commission Expires: _____

(Acknowledgment for Assignee)

STATE OF IL)
) ss.
County of Cook)

The foregoing instrument was acknowledged before me on this 27th day of August, 2002, by Rocco Suspanzi as Manager and Joseph Cannella as Manager on behalf of Parkview Plaza Partners, LLC, an Illinois limited liability company.



Notary Public for: _____
My commission expires: _____

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STREET ADDRESS: 3000-30-6 S. HALSTED STREET
CITY: CHICAGO COUNTY: COOK
TAX NUMBER: 17-29-427-039-0000 AND

LEGAL DESCRIPTION: 17-29-427-040-0000

PARCEL 1:

THAT PART OF LOT 13 IN MARCUS C. STEARNS SUBDIVISION OF LOT 13 AND PART OF WRONG STREET VACATED IN BLOCK 24 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, WHICH LIES SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF 29TH STREET AND DISTANT, 605.5 FEET SOUTH THEREOF (EXCEPT THAT PART WHICH LIES SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF WEST 30TH STREET AS IF EXTENDED FROM THE EAST AND DISTANT, 250 FEET SOUTH THEREOF AND EXCEPT THAT PART FALLING IN ALLEY ALONG THE WESTERLY SIDE OF LOT 13 IN STEARNS SUBDIVISION AND EXCEPT THAT PART FALLING IN HALSTED STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 13 IN MARCUS C. STEARNS SUBDIVISION OF LOT 13 AND PART OF WRONG STREET VACATED IN BLOCK 24 IN CANAL TRUSTEES' SUBDIVISION OF THE SOUTH 1/2 OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH LIES SOUTH OF A LINE DRAWN PARALLEL WITH THE SOUTH LINE OF WEST 30TH STREET, AS IF EXTENDED FROM THE EAST AND DISTANT 250 FEET SOUTH THEREOF, AND EXCEPTING THAT PART FALLING IN ALLEY ALONG THE WESTERLY SIDE OF LOT 13 IN STEARNS SUBDIVISION AND ALSO EXCEPT THAT PART FALLING IN HALSTED STREET, AND EXCEPTING ANY PARTS TAKEN OR USED FOR STREETS OR ALLEYS, AND EXCEPT THE SOUTH 80.00 FEET (AS MEASURED ALONG HALSTED STREET AND AT RIGHT ANGLE THERETO), IN COOK COUNTY, ILLINOIS.

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