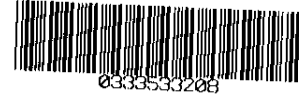


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Prepared by and after
recording return to:
Alzheimer & Gray
10 S. Wacker Drive
Chicago, Illinois 60606
Attention: Audrey E. Selin, Esq.

Doc#: 0333533208
Eugene "Gene" Moore Fee: \$34.00
Cook County Recorder of Deeds
Date: 12/01/2003 11:11 AM Pg: 1 of 6

8/29 522 0288

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Cosmopolitan Bank and Trust**, not personally, but as Successor Trustee to the Cosmopolitan National Bank of Chicago, under Trust Agreement dated December 22, 1958 and known as Trust No. 8278 ("Assignor"), hereby sells, transfers, assigns and sets over unto **Devon Lincoln Properties LLC**, an Illinois limited liability company ("Assignee"), its legal representatives, successors and assigns all of Assignor's right, title and interest in, to and under (a) that certain Ninety-Nine Year Lease dated March 1, 1957 and recorded June 3, 1957 as Document 16919942 and recorded in Book 54923 at Pages 315 to 361, as amended by that certain First Amendment to Ninety Nine Year Lease dated December 18, 2002 and recorded January 24, 2003 as Document 0030113300 (collectively, the "Ground Lease") by and between Assignor, as lessor, and LaSalle Bank National Association, as Successor Trustee to American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated November 10, 1987 and known as Trust No. 103992-02, as lessee, affecting the land bounded by Devon Avenue, Lincoln Avenue and McCormick Boulevard in Chicago, Illinois and more particularly described on **Exhibit A**, attached hereto and made a part hereof (the "Property") and (b) the rent therein referred.

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Assignee does hereby accept the foregoing Assignment and Assumption of Ground Lease subject to the terms and conditions herein and in the Ground Lease, and does hereby assume, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Ground Lease arising from and after the Closing Date (as defined in that certain Agreement to Purchase Land dated June 18, 2003 by and between Assignor and Assignee), and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original landlord or lessor thereunder. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including without limitation reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with the Ground Lease as to events occurring from and after the Closing Date. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal

BOX 333-CTI

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representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Ground Lease as to events occurring prior to the Closing Date.

This Assignment and Assumption of Ground Lease shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment and Assumption of Ground Lease may be executed in counterparts, and as so executed shall constitute one and the same agreement.

[Remainder of Page Intentionally Blank; Signature Page Follows]

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption of Ground Lease this ____ day of _____, 2003.

ASSIGNOR:

COSMOPOLITAN BANK AND TRUST, not personally,
but as Successor Trustee to the Cosmopolitan
National Bank of Chicago, under
Trust Agreement dated December 22, 1958
and known as Trust No. 8278

***for signatures, notary and exculpatory provisions of the trustee,
see rider attached hereto, which is expressly incorporated herein,
By: and made a part hereof.*

Its: _____

ASSIGNEE:

DEVON LINCOLN PROPERTIES L.L.C.,
an Illinois limited liability company

By: George Ames
Name: George Ames
Its: Manager

[Remainder of Page Intentionally Blank; Acknowledgement Page Follows]

Property of Cook County Clerk's Office

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This Lease is executed by COSMOPOLITAN BANK AND TRUST, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon it and vested in it as such Trustee and under the express direction of the beneficiaries under a certain Trust Agreement dated December 12, 1958, and known as Trust Number 8278 at COSMOPOLITAN BANK AND TRUST, for all provisions to which this Lease is expressly made subject. It is expressly understood and agreed that nothing herein shall be construed as creating any liability whatsoever against said Trustee personally, and in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained or to keep, preserve or sequester any property of said Trust, and that all personal liability of the Trustee of every sort, if any, is hereby expressly waived by said lessee and by every person now or hereafter claiming any right or security hereunder; and that so far as the said parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the premises hereby leased for the payment thereof. It is further understood and agreed that the said Trustee merely holds naked legal title to the property herein described and has no control over or under this lease, and Under this lease assumes no responsibility for (1) warranties; (2) the construction of the trust premises; (3) the management or control of such property; (4) the upkeep, inspection, maintenance or repair of such property; (5) the collection of rents or deposits, security or otherwise, or the rental of such property; (6) the conduct of any business which is carried don upon such premises; (7) fees of any nature whatsoever, or (8) indemnifications.

All representations and undertakings of the Lessor herein are those of the Lessor, and not COSMOPOLITAN BANK AND TRUST, individually or as Trustee, including those as to title.

COSMOPOLITAN BANK AND TRUST,
as Trustee aforesaid and not personally,

ATTEST:

BY:

Devin L. Fisher
Senior Land Trust Administrator

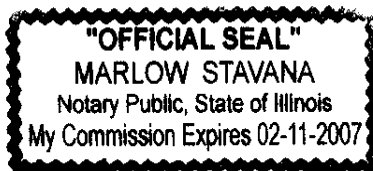
Todd W. Cordell
Vice President/Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named Todd W. Cordell and Devin L. Fisher of COSMOPOLITAN BANK AND TRUST, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President/Trust Officer and Senior Land Trust Administrator 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 COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth, and the said Senior Land Trust Administrator then and there acknowledged that said Senior Land Trust Administrator as custodian of the corporate seal of said COSMOPOLITAN BANK AND TRUST caused the corporate seal to be affixed to said instrument as said Senior Land Trust Administrator's own free and voluntary act and as the free and voluntary act of said COSMOPOLITAN BANK AND TRUST for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 16th day of October, A.D., 2003.

Marlow Stavana
Notary Public



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STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, certify that _____ as the duly appointed and authorized _____ of Cosmopolitan Bank and Trust, not personally, but as Successor Trustee to the Cosmopolitan National Bank of Chicago, under Trust Agreement dated December 22, 1958 and known as Trust No. 8278, a banking corporation, personally appeared before me this day and acknowledged that he is a _____ of Cosmopolitan Bank and Trust and that he being so duly authorized, executed the foregoing instrument for and on behalf of Cosmopolitan Bank and Trust.

Witness my hand and official stamp or seal, this _____ day of _____, 2003.

[SEAL-STAMP]

Notary Public

My Commission Expires:

STATE OF ILLINOIS

COUNTY OF COOK

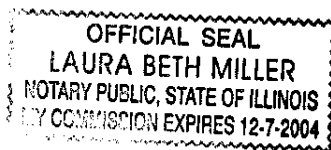
I, a Notary Public of the County and State aforesaid, certify that George Arnes as the duly appointed and authorized Manager of Devon Lincoln Properties LLC, an Illinois limited liability company, personally appeared before me this day and acknowledged that, as the Manager of Devon Lincoln Properties LLC, he executed the foregoing instrument for and on behalf of the limited liability company.

Witness my hand and official stamp or seal, this 20th day of October, 2003.

[SEAL-STAMP]

Laura Beth Miller
Notary Public

My Commission Expires:



UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

THAT PART OF THE NORTH EAST FRACTIONAL QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHEASTERLY OF THE NORTHEASTERLY LINE OF LINCOLN AVENUE (AS WIDENED); NORTHWESTERLY OF THE NORTHWESTERLY LINE OF MCCORMICK ROAD (ALSO KNOWN AS KIMBALL AVENUE) AND SOUTH OF THE SOUTH LINE OF DEVON AVENUE (AS WIDENED), IN COOK COUNTY, ILLINOIS.

EXCLUDING THEREFROM THE FOLLOWING:

A PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 2; THENCE ON AN ASSUMED BEARING OF SOUTH 88 DEGREES 19 MINUTES 10 SECONDS WEST ALONG THE NORTH LINE OF SAID QUARTER SECTION 212.624 METERS [697.58 FEET]; THENCE SOUTH 01 DEGREES 29 MINUTES 58 SECONDS 15.240 METERS [50.00 FEET] TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF DEVON AVENUE WITH THE WESTERLY RIGHT OF WAY LINE OF MCCORMICK BOULEVARD AS DESIGNATED UPON THE PLAT OF SURVEY FOR HIGHWAY PURPOSES RECORDED MAY 2, 1952 AS DOCUMENT NUMBER 13784159, SAID POINT BEING THE POINT OF BEGINNING; THENCE SOUTH 01 DEGREES 29 MINUTES 58 SECONDS EAST ALONG SAID WESTERLY RIGHT OF WAY LINE 1.094 METERS [3.59 FEET]; THENCE SOUTHERLY 5.906 METERS [19.38 FEET] ALONG SAID WESTERLY RIGHT OF WAY LINE ON A CURVE TO THE RIGHT HAVING A RADIUS OF 137.316 METERS [450.51 FEET], THE CHORD OF SAID CURVE BEARS SOUTH 00 DEGREES 17 MINUTES 05 SECONDS WEST 5.905 METERS [19.37 FEET]; THENCE NORTH 45 DEGREES 50 MINUTES 28 SECONDS WEST 9.752 METERS [32.00 FEET] TO THE SOUTHERLY RIGHT OF WAY LINE OF DEVON AVENUE; THENCE NORTH 88 DEGREES 19 MINUTES 10 SECONDS EAST ALONG SAID SOUTHERLY RIGHT OF WAY LINE 7.000 METERS [22.97 FEET] TO THE POINT OF BEGINNING. SAID PARCEL CONTAINING 0.0025 HECTARES [0.006 ACRES] MORE OR LESS.

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corner of Devon, Lincoln & McCormick Ave,
Chicago Ill