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Eugene "Gene" Moore Fee: \$36.50
Cook County Recorder of Deeds
Date: 12/23/2003 10:38 AM Pg: 1 of 7

ASSIGNMENT OF LEASES AND ASSUMPTION AGREEMENT

DTC 1964 ② of 4

THIS ASSIGNMENT OF LEASES AND ASSUMPTION OF
this 17 day of December, 2003, by and between VIP I, L.L.C., and V.I. _____, _____,
Illinois limited liability companies ("Assignor") and SPACE CENTER AIR CARGO, INC., a
Minnesota company, ("Assignee").

RECITALS:

A. Assignor currently holds title to real estate and appurtenant rights located in Des Plaines, Illinois legally described on Exhibit A attached hereto which parcel is improved with a commercial building commonly known as 901 West Oakton, Des Plaines, Illinois (the "Building").

B. Assignee is purchasing the Building from Assignor, on the date hereof and Assignor is conveying the Building to Assignee by Deed under the terms and conditions contained in that certain Real Estate Purchase and Sales Agreement Dated July 24, 2003 by and among Assignee (as purchaser) and Assignor (as seller) (the "Contract").

C. Pursuant to the Contract, Assignor shall assign to Assignee all of Assignor's right, title and interest as landlord in, to and under the leases of the Building (the "Leases"), which are described on Exhibit B attached hereto and made a part hereof. Assignee desires to accept such assignment and assume and agree to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Leases on Assignor's part to be kept, performed and observed and which shall accrue from and after the date of this Assignment, subject to the terms, covenants and conditions contained in the Leases.

NOW, THEREFORE, in consideration of the foregoing recitals which are hereby incorporated as though fully set forth and in consideration of the Purchase Price and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and for the mutual covenants and agreements hereinafter set forth, Assignor and Assignee agree as follows:

1. Assignor hereby represents that there are no other leases affecting the Building other than the Leases.

2. Assignor hereby assigns to Assignee all right, title and interest of Assignor in, to and under the Leases, subject to the terms, covenants and conditions contained in the Leases. Assignee hereby accepts such assignment and assumes and agrees to keep, perform and observe all of the terms, covenants, agreements and conditions contained in the Leases on Assignor's part to be kept, performed and observed and which shall accrue from and after the date of this Assignment, subject to the terms, covenants and conditions contained in the Leases.

3. Assignor agrees to defend, indemnify and hold harmless Assignee from and against any and all claims, demands, actions, losses, costs, damages, or expenses (including, without limitation, reasonable attorneys' fees and court costs) sustained by Assignee arising from or related to defaults in Assignor's performance of its obligations under the Leases and which accrued prior to the date

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hereof. Assignee agrees to defend, indemnify and hold harmless Assignor from and against any and all claims, demands, actions, losses, costs, damages or expenses (including, without limitation, reasonable attorneys' fees and court costs) sustained by Assignor arising from or related to defaults in Assignee's performance of its obligations under the Leases and which accrue from and after the date of this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

5. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and permitted assigns.

6. Assignor shall promptly send a written notification to all tenants under the Leases advising them of the assignment of Assignor's interest under the Leases from Assignor to Assignee.

7. Unless otherwise provided herein, all capitalized words and terms in this Assignment shall have the same meanings ascribed to such words and terms as in the Contract.

8. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[THE NEXT PAGE IS THE SIGNATURE PAGE]

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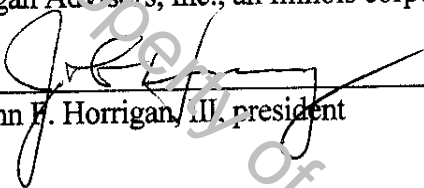
IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment this ____ day of December, 2003, which Assignment is effective this date.

ASSIGNOR:

VIP I, L.L.C., and VIP OAKTON, LLC both Illinois limited liability companies

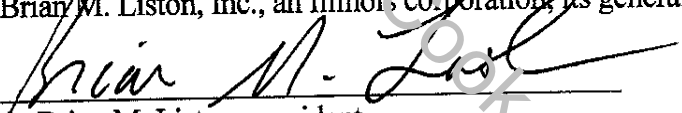
By: Value Industrial Partners, an Illinois general partnership, its manager

By: Horrigan Advisors, Inc., an Illinois corporation, its general partner

By: 

John F. Horrigan, III, president

By: Brian M. Liston, Inc., an Illinois corporation, its general partner

By: 

Brian M. Liston, president

ASSIGNEE:

SPACE CENTER AIR CARGO, INC., a Minnesota company,

By: _____

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment this ___ day of December, 2003, which Assignment is effective this date.

ASSIGNOR:

VIP I, L.L.C., and VIP OAKTON, LLC both Illinois limited liability companies

By: Value Industrial Partners, an Illinois general partnership, its manager

By: Horrigan Advisors, Inc., an Illinois corporation, its general partner

By: _____
John F. Horrigan, III, president

By: Brian M. Liston, Inc., an Illinois corporation, its general partner

By: _____
Brian M. Liston, president

ASSIGNEE:

SPACE CENTER AIR CARGO, INC., a Minnesota company,

By: _____

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Exhibit A Legal Description

PARCEL 1:

ALL THAT PART OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26 AND ALSO ALL THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTHERLY AND WESTERLY OF THE PROPERTY CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY WARRANTY DEED DATED JANUARY 22, 1957 AND RECORDED AS DOCUMENT #16810856, IN COOK COUNTY, ILLINOIS,

EXCEPT THAT PART IS ANY FALLING IN THE FOLLOWING DESCRIBED PROPERTY:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE BOUNDARY OF SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, SAID POINT BEING 482.0 FEET SOUTH OF AN IRON PIN IN THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00 DEGREES, 12 MINUTES, 00 SECONDS WEST, A DISTANCE OF 103.9 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26 TO A POINT; THENCE SOUTH 74 DEGREES, 26 MINUTES, 00 SECONDS EAST, A DISTANCE OF 474.3 FEET FOR A POINT OF BEGINNING; THENCE NORTH 15 DEGREES, 34 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE SOUTH 74 DEGREES, 26 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE SOUTH 15 DEGREES, 34 MINUTES, 00 SECONDS WEST, A DISTANCE OF 100.0 FEET; THENCE NORTH 74 DEGREES, 26 MINUTES, 00 SECONDS WEST, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 98 FEET OF THE EAST 392 FEET OF THE WEST 1,045.32 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, THE BOUNDARY OF SAID PART BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, SAID POINT BEING 482.0 FEET SOUTH OF AN IRON PIN IN THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 26; THENCE NORTH 00 DEGREES, 12 MINUTES, 00 SECONDS WEST, A DISTANCE OF 103.9 FEET ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26 TO A POINT; THENCE SOUTH 74 DEGREES, 26 MINUTES, 00 SECONDS EAST, A DISTANCE OF 474.3 FEET FOR A POINT OF BEGINNING; THENCE NORTH 15 DEGREES, 34 MINUTES, 00 SECONDS EAST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE SOUTH 74 DEGREES, 26 MINUTES 00 SECONDS EAST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE

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Exhibit A (continued) Legal Description

SOUTH 15 DEGREES, 34 MINUTES, 00 SECONDS WEST, A DISTANCE OF 100.0 FEET TO A POINT; THENCE NORTH 74 DEGREES, 26 MINUTES, 00 SECONDS WEST, A DISTANCE OF 100.0 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOT 23 IN HIGGINS INDUSTRIAL PARK, UNIT NO. 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN,

(EXCEPT THAT PART OF LOT 23 DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 26, SAID POINT BEING 422.00 FEET SOUTH OF AN IRON PIN AT THE NORTHEAST CORNER OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE NORTH 103.90 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 26; THENCE NORTHWESTERLY 379.00 FEET ALONG A LINE WHICH MAKES A LEFT DEFLECTION OF 74 DEGREES 14 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE NORTHWESTERLY 69.50 FEET ALONG A LINE WHICH MAKES A RIGHT DEFLECTION OF 50 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE WESTERLY 100.00 FEET ALONG A LINE WHICH MAKES A LEFT DEFLECTION OF 50 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEASTERLY 200.00 FEET ALONG A LINE WHICH MAKES A LEFT DEFLECTION OF 50 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE; THENCE SOUTHEASTERLY 423.90 FEET ALONG A LINE WHICH MAKES A LEFT DEFLECTION 50 DEGREES 00 MINUTES 00 SECONDS WITH THE LAST DESCRIBED COURSE TO THE POINT OF BEGINNING), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 2 AS CREATED BY AGREEMENT DATED FEBRUARY 24, 1971, AND RECORDED APRIL 30, 1971, AS DOCUMENT 21465570 AND FILED AS DOCUMENT LR 2554697 BY AND BETWEEN ROYAL COURT INN, LTD., AN ILLINOIS CORPORATION; ENTER-PARTS, INC., AN ILLINOIS CORPORATION AND FIRST ARLINGTON NATIONAL BANK, AS TRUSTEE UNDER TRUST NUMBER 70-102, RELATING TO THE EXTENSION OF AN EXISTING 12 INCH SEWER LINE THROUGH, UNDER AND ALONG PROPERTY LEASED BY ROYAL COURT, INC., LTD AND OWNED BY FIRST ARLINGTON NATIONAL BANK, AS TRUSTEE AFORESAID, ONTO, THROUGH, UNDER AND ALONG THE LAND AND TO THE RESPECTIVE USE AND MAINTENANCE OF SAID SEWER LINE.

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Exhibit B

Schedule of Leases and Tenants

1. Lease dated September 4, 1991, originally between McDonough Partners I as landlord and GENDEX and tenant and now through assignment between V.I.P. Oakton L.L.C., a successor in interest to McDonough Partners I, as landlord, and Dentsply, Inc. a successor in interest to GENDEX, as tenant.

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