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Eugene "Gene" Moore Fee: \$54.00
Cook County Recorder of Deeds
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CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

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THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE (this "Consent") is made and entered into as of February 5, 2004 ("Effective Date") by and between CERMAK PLAZA ASSOCIATES, LLC, a Delaware limited liability company, c/o Concordia Realty, 10031 W. Roosevelt Road, Suite 200, Westchester, Illinois 60154 ("Landlord"), MLT LIMITED LIABILITY COMPANY, an Illinois limited liability company with offices located at 931 North Forest, Oak Park, Illinois ("Assignor"), and PRODE, INC., DBA CLEAN & BRITE CARWASH, an Illinois corporation, with offices located at 839 Chestnut, Hinsdale, Illinois 60521 ("Assignee"), with reference to the following facts:

RECITALS

A. Pursuant to that certain Ground Lease dated December 15, 1994 ("Original Lease"), between Cermak Plaza Associates, a New York partnership ("Original Landlord"), and Assignor, the Original Landlord leased to the Assignor, and Assignor leased from the Original Landlord, certain real property located at the Cermak Plaza Shopping Center situated in Berwyn, Illinois (the "Shopping Center"), as described in the Original Lease ("Premises").

B. Certain terms of the Original Lease were modified, amended and confirmed pursuant to that certain letter agreement dated December 31, 2004 ("First Amendment"), that certain Memorandum of Lease dated October 6, 1995 ("First Memorandum") and that certain Memorandum of Lease dated December 23, 1996 ("Second Memorandum") between the Original Landlord and the Assignor (the Original Lease, the First Amendment, the First Memorandum and the Second Memorandum are referred to herein collectively as the "Lease").

C. Original Landlord assigned its rights, duties, obligations, title and interest under the Lease to Landlord.

D. Pursuant to that certain Assignment and Assumption of Lease dated as of the Effective Date by and between the Assignee and the Assignor ("Assignment"), Assignor desires to assign its rights, duties, obligations, title and interest in and to the Lease to Assignee and Assignee desires to accept such rights, title and interest and assume such duties and obligations.

E. Landlord has agreed to the consent to the Assignment, subject to the terms and conditions set forth in this Consent.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Assignee shall fully and faithfully perform, satisfy and comply with all of the duties, obligations, covenants, conditions, agreements, terms and provisions of the Lease required to be performed, satisfied and complied with by the Tenant under the Lease and shall be bound by the terms of the Lease from and after the Effective Date of the Assignment.

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2. Neither the Assignment, nor this Consent thereto, shall (a) release or discharge Assignor from any liability, whether past, present or future, under the Lease and Assignor shall remain primarily liable thereunder and not merely as a surety; or (b) be construed to modify, waive or affect any of the terms, covenants, conditions, provisions or agreements of the Lease, or to waive any breach thereof, or any of the Landlord's rights thereunder, or to enlarge or increase the obligations of Landlord thereunder; or (c) be construed as a consent by Landlord to any further assignment or subletting by the Assignee.
3. Assignor shall not be released from any liability under the Lease because of Landlord's failure to give notice of default under or in respect of any of the terms, covenants, conditions or provisions or agreements in the Lease.
4. Assignor and the Assignee are and shall continue to be liable for the payment of all bills rendered by the Landlord for charges incurred by the Assignee for services or materials supplied to the Premises.
5. Concurrently with the execution of this Consent, Assignee and Landlord are executing a Second Amendment to Lease ("**Second Amendment**") which modifies and amends certain terms of the Lease, and is a condition to the execution by Landlord of this Consent. Assignor has reviewed the terms, conditions and provisions of the Second Amendment, and Assignor consents to and shall be bound by the terms, conditions and provisions of the Second Amendment.
6. This Consent is not assignable, nor shall this Consent be a consent to any amendment or modification of the Lease.
7. Assignor and the Assignee covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission or other charge or expense in connection with the Assignment and both Assignor and Assignee agree to defend, indemnify and hold harmless Landlord from and against any and all demands, claims, actions, causes of action, damages, losses, liabilities, obligations, costs and expenses, including, but not limited to, attorneys' fees incurred by Landlord and arising out of or relating to any claim for any such brokerage commission or other charge or expense.
8. This Consent is expressly conditioned upon Assignor's payment to Landlord of all fees, costs, expenses and charges incurred in connection with the Assignment, including, without limitation, the costs of the credit report, legal fees and processing fees.
9. In the event of any action or proceeding to enforce or construe any of the provisions of this Consent, the prevailing party in any such action or proceeding shall be entitled to reasonable attorneys' fees and costs, whether or not such action or proceeding proceeds to final judgment.
10. Each of the parties shall, from time to time at the request of the other party, execute and deliver such other instruments and documents and shall take such other actions as may be required to consummate the transaction contemplated by this Consent and/or carry out the purposes and terms of this Consent.

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11. This Consent shall be construed, interpreted and applied in accordance with the laws of the State of Illinois.

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

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the Effective Date.

"ASSIGNOR"

MLT LIMITED LIABILITY COMPANY,
an Illinois limited liability

By: Anthony T. Stephens
Name: Anthony T. Stephens
Title: Managing Member

"ASSIGNEE"

PROLE, INC.,
DBA CLEAN & BRITE CARWASH,
an Illinois corporation

By: Steve Prole
Name: Steve Prole
Title: President

"LANDLORD"

CERMAK PLAZA ASSOCIATES, LLC,
a Delaware limited liability company

By: Andrew S. Bermant
Name: Andrew S. Bermant
Title: Co Manager

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STREET ADDRESS: 2315 HARLEM AVENUE

LEASEHOLD

CITY: BERYWN

COUNTY: COOK

TAX NUMBER:

LEGAL DESCRIPTION:

THE LEASEHOLD ESTATE, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY: CERMAK PLAZA ASSOCIATES, AS LESSOR, AND MLT LIMITED LIABILITY COMPANY, AN ILLINOIS LIMITED LIABILITY COMPANY, AS LESSEE, DATED DECEMBER 15, 1994, A MEMORANDUM OF WHICH OF LEASE WAS RECORDED AUGUST 12, 1996, AS DOCUMENT 96 615 015, AS AMENDED BY FIRST AMENDMENT TO LEASE DATED DECEMBER 31, 1994, AND RECORDED _____ AS DOCUMENT 0403744101 2/6/04 AND AS AMENDED BY SECOND AMENDMENT TO LEASE DATED 2/6/04 FEBRUARY 2, 2004, AND RECORDED _____ AS DOCUMENT 0403744100, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JANUARY 1, 1996, AND ENDING DECEMBER 31, 2015:

THAT PART OF LOT 1 (EXCEPT THOSE PARTS FALLING IN STREET) OF THE CIRCUIT COURT PARTITION OF THE WEST PART OF THE NORTHWEST 1/4 AND THE WEST PART OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A STRAIGHT LINE RUNNING FROM A POINT IN THE EAST LINE OF SOUTH HARLEM AVENUE, 1590.99 FEET NORTH OF ITS INTERSECTION WITH THE NORTH LINE OF WEST 26TH STREET, TO A POINT IN THE WEST LINE OF SOUTH HOME AVENUE 971.94 FEET SOUTH OF ITS INTERSECTION WITH THE SOUTH LINE OF WEST CERMAK ROAD, IN COOK COUNTY, ILLINOIS, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SAID EAST LINE OF HARLEM AVENUE AND THE SAID SOUTH LINE OF PARCEL; THENCE EAST ON THE SAID SOUTH LINE OF SAID PARCEL, 65.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH AT AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS, WITH THE LAST DESCRIBED LINE 140.00 FEET; THENCE EAST, AT AN ANGLE OF 90 DEGREES, 00 MINUTES, 00 SECONDS WITH THE LAST DESCRIBED LINE, 160.00 FEET; THENCE SOUTH, AT AN ANGLE OF 90 DEGREES 00 MINUTES 00 SECONDS, WITH THE LAST DESCRIBED LINE, 140.00 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE AFORESAID PARCEL; THENCE EAST, ALONG THE SOUTH LINE OF SAID PARCEL, 160.00 FEET, TO THE POINT OF BEGINNING.