

UNOFFICIAL COPY

This document prepared by
Glenn T. Garfinkel, Esq.
Grobart & Levick, LLC
770 Lake Cook Road, Suite 150
Deerfield, Illinois 60015

10541915
6044



Doc#: 0510403177
Eugene "Gene" Moore Fee: \$30.50
Cook County Recorder of Deeds
Date: 04/14/2005 04:39 PM Pg: 1 of 4

After recording return to:
Robert Gates
Erskine & Tulley
220 Sansome Street, Suite 600
San Francisco, CA 94104

ASSIGNMENT AND ASSUMPTION OF LEASE

KNOW ALL MEN BY THESE PRESENTS that Fullerton Kimball, LLC, an Illinois limited liability company, whose legal address is 541 N. Fairbanks Ct., Suite 1890, Chicago, Illinois, of the County of Cook and State of Illinois ("Assignor"), in consideration of One Dollar and other good and valuable consideration paid to it by Fullerton Sage, LLC, an Illinois limited liability company ("Assignee"), does hereby assign, transfer, and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and under that certain lease dated February 26, 2003 (the "Lease"), which Lease is evidenced by Memorandum of Lease dated February 26, 2003, filed of record on March 27, 2003, in Cook County, Illinois as Document No. 00300415511 naming Walgreen Co., as Tenant, and Assignor, as Landlord. The lease concerns premises located in the City of Chicago, County of Cook, State of Illinois and legally described on Exhibit A attached hereto and made a part hereof.

Assignee hereby assumes as of the date hereof all of the obligations of Assignor, as Landlord, under the Lease, to the extent that such obligations arise from and after the date hereof.

Assignor shall warrant and defend title to the Assignor's interest in the Lease unto Assignee against the claims and demands of all persons claiming an interest therein.

Notwithstanding anything in this agreement to the contrary, from and after the date hereof and expiring on October 31, 2005 (the "Warranty Period"), Assignor shall be responsible for the warranty obligations of the Landlord set forth in Sections 4(i), 7, and 10(a) of the Lease and shall indemnify and hold Assignee harmless for any costs and expenses incurred by Assignee relating to such warranty obligations during the Warranty Period. Assignor further agrees to indemnify and hold Assignee harmless for any liability to the Tenant arising from the obligations of the Landlord under Section 30 of the Lease.

This instrument may be executed in counterparts.

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have hereunto set their hands this 13th day of April, 2005.

ASSIGNOR:

FULLERTON KIMBALL, LLC, an Illinois limited liability company

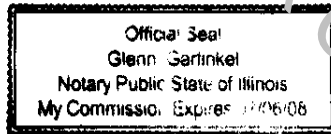
By: [Signature]
Its: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

The foregoing instrument was acknowledged before me on April 7, 2005, by Tom Gansjager, the Manager of Fullerton Kimball, LLC, an Illinois limited liability company of Chicago, Illinois, on behalf of the limited liability company.

[Signature]

Notary Public



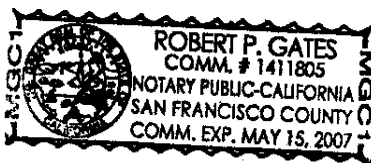
ASSIGNEE:

FULLERTON SAGE, LLC an Illinois limited liability company

By: [Signature]
Richard Morgese, Manager

STATE OF CALIFORNIA)
) ss.
CITY AND COUNTY OF SAN FRANCISCO)

The foregoing instrument was acknowledged before me this 30th day of March, 2005 by RICHARD MORGESE, the Manager of FULLERTON SAGE, LLC, an Illinois limited liability company, on behalf of the limited liability company.



[Signature]
Notary Public

UNOFFICIAL COPY

Exhibit A to Assignment and Assumption of Lease

Legal Description

PARCEL 1:

LOT 54 AND 55 IN DEZENG'S LOGAN SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOT 56 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 57 AND THE WEST 3 FEET OF LOT 58 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 22 FEET OF LOT 58 AND THE WEST 6 FEET OF LOT 59 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 19 FEET OF LOT 59 AND THE WEST 9 FEET OF LOT 60 IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION OF PART OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 26, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE EAST SIXTEEN (16) FEET OF LOT SIXTY (60) AND ALL OF LOT SIXTY ONE (61) AND THE WEST FIFTEEN (15) FEET OF LOT SIXTY TWO (62) IN DEZENG'S LOGAN SQUARE SUBDIVISION OF BLOCK 3 IN GARRETT'S SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION TWENTY SIX (26), TOWNSHIP FORTY (40) NORTH, RANGE THIRTEEN (13), EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

PERMANENT REAL ESTATE INDEX NUMBER:

- 13-26-427-029-0000
- 13-26-427-030-0000
- 13-26-427-031-0000
- 13-26-427-032-0000
- 13-26-427-033-0000
- 13-26-427-034-0000

ADDRESS OF REAL ESTATE:

3320 W. Fullerton Avenue
Chicago, Illinois 60647

Property of Cook County Clerk's Office