



Doc#: 0516002155  
Eugene "Gene" Moore Fee: \$38.00  
Cook County Recorder of Deeds  
Date: 06/09/2005 01:23 PM Pg: 1 of 8

**This Instrument Prepared by:**  
Stacey L. Robinson  
Seyfarth Shaw LLP  
55 E. Monroe Street, Suite 4200  
Chicago, IL 60603

**Upon Recording, Return to:**  
Stephanie B. McDonald  
King & Spalding LLP  
191 Peachtree Street  
Atlanta, Georgia 30303-1763

**Property Address:**  
95 West Algonquin Road, Arlington Heights, Cook County, Illinois  
P.I.N. 08-16-200-103-0000

**ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS**

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND SECURITY DEPOSITS (the "Assignment") is made and entered into May 31, 2005, but effective as of the Conveyance Date (as herein defined), by and between 95 ALGONQUIN L.L.C., an Illinois limited liability company, ("Assignor") and SB ARLINGTON FUNDING COMPANY, INC., a Delaware corporation ("Assignee").

A. Assignor is the lessor under certain leases executed with respect to that certain real property and improvements thereon known as 95 West Algonquin Road, Arlington Heights, Illinois and more particularly described in Exhibit A attached hereto (the "Property"), which leases are described in Exhibit B attached hereto (the "Leases").

B. Assignor and Assignee have entered into a Purchase and Sale Agreement with an Effective Date of May 11, 2005 (as amended, the "Agreement"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Assignor desires to assign its interest as lessor in the Leases to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

ACCORDINGLY, the parties hereby agree as follows:

1. As of the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Conveyance Date"), Assignor assigns to Assignee the security deposits provided in the Leases to be held by Landlord with respect to any such Leases relating to the Property, all of its right, title, and interest in and to the Leases, except rents and other sums due Assignor first accruing prior to the Conveyance Date, and, effective as of the Conveyance Date, and Assignee accepts such assignment.

2. Assignor hereby assumes full responsibility for and will indemnify, protect and defend Assignee and hold Assignee harmless from all obligations and defaults of landlord under the Leases accruing prior to the Conveyance Date, subject to any and all limitations on remedies set forth in the Agreement.

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3. Assignee hereby assumes full responsibility for and will indemnify, protect and defend Assignor and hold Assignor harmless from all obligations of landlord under the Leases accruing from and after the Conveyance Date, subject to any and all limitations on remedies set forth in the Agreement.

4. This Assignment shall be governed by the laws of the State of Illinois.

5. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases.

**ASSIGNOR:**

**ASSIGNEE:**

**95 ALGONQUIN L.L.C.**, an Illinois limited liability company

**SB ARLINGTON FUNDING COMPANY, INC.**, a Delaware corporation

By: **H.P. 95 ALGONQUIN L.L.C.**,  
an Illinois limited liability company,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

By: *[Signature]*  
Name: *Ronald C. Hunt*  
Its: *Managing Member*

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3. Assignee hereby assumes full responsibility for and will indemnify, protect and defend Assignor and hold Assignor harmless from all obligations of landlord under the Leases accruing from and after the Conveyance Date, subject to any and all limitations on remedies set forth in the Agreement.

4. This Assignment shall be governed by the laws of the State of Illinois.

5. This Assignment may be executed in counterparts.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases.


**ASSIGNOR:**

**ASSIGNEE:**

**95 ALGONQUIN L.L.C.**, an Illinois limited liability company

**SB ARLINGTON FUNDING COMPANY, INC.**, a Delaware corporation

**By: H.P. 95 ALGONQUIN L.L.C.**, an Illinois limited liability company, its Manager

By:   
Name: Michelle Moezzi  
Its: Vice President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

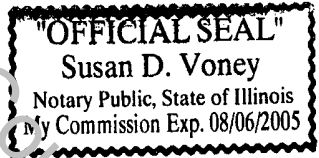
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STATE OF ILLINOIS                    )  
  ) SS.  
COUNTY OF DUPAGE                )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Ronald C. Hunt, a managing member of H.P. 95 Algonquin L.L.C., an Illinois limited liability company, the sole manager of 95 Algonquin L.L.C., an Illinois limited liability company, personally known to me, whose name is subscribed to the foregoing Assignment And Assumption Of Leases and Security Deposits, appeared before me this day in person and acknowledged that he signed and delivered said Assignment as his free and voluntary act and as the free and voluntary act of said companies for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of May, 2005.

*Susan D. Voney*  
Notary Public



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STATE OF NEW YORK     )  
  ) SS.  
COUNTY OF NEW YORK )

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Michelle Moezzi, a Vice President of SB Arlington Funding Company, Inc., a Delaware corporation, personally known to me, whose name is subscribed to the foregoing Assignment And Assumption Of Leases and Security Deposits, appeared before me this day in person and acknowledged that he signed and delivered said Assignment as his free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31<sup>st</sup> day of May, 2005.



*Frank B. Bilotta*  
\_\_\_\_\_  
Notary Public

FRANK B. BILOTTA  
NOTARY PUBLIC, State of New York  
No. 02BI5074374  
Qualified in New York County  
Commission Expires March 10, 2007

Property Clerk's Office  
Frank County Clerk's Office

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

PARCEL 1:

LOT 3

(EXCEPTING THEREFROM THAT PART OF LOT 3 DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE SOUTHEASTERLY ALONG A 2541.29 FOOT RADIUS CURVE, BEING ALSO THE NORTHERLY LINE OF SAID LOT 3, THE CENTER OF CIRCLE OF SAID CURVE BEARS ON AN ASSUMED BEARING OF NORTH 47 DEGREES 58 MINUTES 18 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 2 DEGREES 12 MINUTES 20 SECONDS, 97.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTHEASTERLY ALONG SAID CURVE CONCAVE TO THE NORTHEAST RADIUS 2541.29 FEET, CENTRAL ANGLE 11 DEGREES 26 MINUTES 57 SECONDS, 507.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY ALONG A 30.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTHWEST, CENTRAL ANGLE 55 DEGREES 04 MINUTES 09 SECONDS, 28.83 FEET TO A POINT ON A 2551.07 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 35 DEGREES 00 MINUTE 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2551.07 FEET, CENTRAL ANGLE 8 DEGREES 26 MINUTES 03 SECONDS, 375.52 FEET TO A POINT ON A 2546.12 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS NORTH 42 DEGREES 14 MINUTES 05 SECONDS EAST FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE, RADIUS 2546.12 FEET, CENTRAL ANGLE 2 DEGREES 18 MINUTES 00 SECOND, 102.21 FEET; THENCE NORTH 40 DEGREES 00 MINUTE 33 SECONDS WEST 56.36 FEET TO THE POINT OF BEGINNING),

IN ARLINGTON PLACE SUBDIVISION, BEING A SUBDIVISION IN SECTION 16, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE RECIPROCAL EASEMENT AGREEMENT BY AND BETWEEN URBS-SCHMITT AND KEPPEN INCORPORATED, AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1979 AND KNOWN AS TRUST NUMBER 47058 AND OTHERS, DATED AUGUST 2, 1979 AND RECORDED OCTOBER 1, 1979 AS DOCUMENT 25171074 AND FILED OCTOBER 1, 1979 AS DOCUMENT LR. 3121973 AND AS AMENDED BY INSTRUMENT RECORDED JUNE 4, 1981 AS DOCUMENT 25893428 AND FILED AS DOCUMENT LR. 3218008 FOR INGRESS AND EGRESS IN PART OF ARLINGTON PLACE SUBDIVISION AND TEULACH'S SUBDIVISION AS DELINEATED IN SAID AGREEMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS BY AND AMONG AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 45170, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, SAID AGREEMENT BEING DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527048 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296792, OVER, UPON AND ACROSS LOT 1 FOR THE PURPOSE OF USING AND GAINING ACCESS TO A SURFACE WATER DETENTION/RETENTION POND LOCATED IMMEDIATELY EAST OF THE WESTERNMOST LINE OF LOT 1 IN ARLINGTON PLACE SUBDIVISION

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AFORESAID, AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO EASEMENT AND OPERATING AGREEMENT DATED DECEMBER 1, 1979 AND RECORDED JANUARY 4, 1980 AS DOCUMENT 25306989 AND FILED JANUARY 4, 1980 AS DOCUMENT LR. 3139276 AND ALSO OVER, UPON AND ACROSS LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID FOR THE PURPOSE OF GAINING ACCESS TO SAID POND LOCATED ON SAID LOT 1 AS SHOWN ON DRAWING ATTACHED AS EXHIBIT "A" TO THE AFORESAID AMENDED AND RESTATED EASEMENT AND OPERATING AGREEMENT AND GRANT OF EASEMENTS IDENTIFIED ABOVE, IN COOK COUNTY, ILLINOIS.

**PARCEL 4:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY GRANT OF EASEMENT DATED FEBRUARY 1, 1983 AND RECORDED MARCH 7, 1983 AS DOCUMENT 26527049 AND FILED MARCH 7, 1983 AS DOCUMENT LR. 3296793 BY AND BETWEEN AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 47058, AND AS TRUSTEE UNDER TRUST AGREEMENT NUMBER 52304, OVER, UPON AND ACROSS THAT PART OF LOT 2 IN ARLINGTON PLACE SUBDIVISION AFORESAID AS DEPICTED ON EXHIBIT "A", FOR CONSTRUCTING, RUNNING, MAINTAINING AND REPAIRING SANITARY SEWER LINES AND PIPES, IN COOK COUNTY, ILLINOIS.

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## EXHIBIT B

### Leases

1. Lease Agreement between 95 Algonquin L.L.C., an Illinois limited liability company as landlord, and SBC Services, Inc., successor to Ameritech Custom Business Services, as tenant, dated as of May 24, 1996, and amended by that certain Lease Amendment No. 1, dated as of July 29, 1996, as further amended by that certain Second Lease Amendment dated as of October 18, 1996, that certain Third Lease Amendment dated as of January 21, 1997, that certain Fourth Lease Amendment dated as of April 28, 1997, that certain Fifth Lease Amendment dated as of January 15, 1998, and that certain Sixth Amendment to Office Lease Agreement dated as of November 5, 2004.

2. Office Lease Agreement between 95 Algonquin L.L.C., an Illinois limited liability company, as landlord, and Quaid Darugar, successor by assignment to The Gourmet Café & Deli Ltd., as tenant, dated as of November 26, 1996, and amended by that certain Lease Extension dated as of November 25, 2001.

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