



Doc#: 0629939050 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 10/26/2006 10:58 AM Pg: 1 of 5

ASSIGNMENT

The undersigned ("Assignor") hereby assigns to Inland American Chicago Lincoln II, L.L.C., a Delaware limited liability company ("Assignee") (i) all of its right, title and interest in and to that certain Lease Agreement dated March 21, 2002, by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), as Lessor, and BGP Lincoln Village II, L.L.C., as Lessee, as said lease pertains to the premises legally described in Exhibit A, attached hereto and made a part hereof (the "Lease"), (ii) all of its right, title and interest in and to that certain Consent to Sublease by and among Assignor, MWRD and Lincoln Village, LLC (the "Consent"), and (iii) the Shopping Center Sublease, dated May 1, 2005, by and between Assignor and Lincoln Village, LLC (the "Sublease"). The parties acknowledge and agree that the legal description attached hereto is the correct legal description of the property subject to the Lease, and further agree that any references in the Lease to the "leased premises" of "premises" shall be deemed to refer to the legal description attached hereto.

8359807 2288 3074

Date: Oct. 13, 2006

BGP Lincoln Village II, L.L.C.

By: [Signature]  
Scott H. Gendell,  
Manager

See deed recorded as  
Doc# 0629939048 for transfer  
tax declarations & stamps

ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee hereby accepts the foregoing assignment and agrees to assume all of Assignor's liabilities under the Lease, Consent and Sublease arising from and after the date hereof and to be bound by the terms thereof.

Date: Oct. 13, 2006

Inland American Chicago Lincoln II, L.L.C.

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

SEE NEXT PAGE FOR THE CONSENT OF THE LESSOR

Box 400-CTCC

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# UNOFFICIAL COPY

## ASSIGNMENT

The undersigned ("Assignor") hereby assigns to Inland American Chicago Lincoln II, L.L.C., a Delaware limited liability company ("Assignee") (i) all of its right, title and interest in and to that certain Lease Agreement dated March 21, 2002, by and between the Metropolitan Water Reclamation District of Greater Chicago ("MWRD"), as Lessor, and BGP Lincoln Village II, L.L.C., as Lessee, as said lease pertains to the premises legally described in Exhibit A, attached hereto and made a part hereof (the "Lease"), (ii) all of its right, title and interest in and to that certain Consent to Sublease by and among Assignor, MWRD and Lincoln Village, LLC (the "Consent"), and (iii) the Shopping Center Sublease, dated May 1, 2005, by and between Assignor and Lincoln Village, LLC (the "Sublease").

Date: \_\_\_\_\_, 2006

BGP Lincoln Village II, L.L.C.

By: \_\_\_\_\_  
 Scott H. Gendell,  
 Manager

## ACCEPTANCE OF ASSIGNMENT

The undersigned Assignee hereby accepts the foregoing assignment and agrees to assume all of Assignor's liabilities under the Lease, Consent and Sublease arising from and after the date hereof and to be bound by the terms thereof.

Date: Oct. 13, 2006

Inland American Chicago Lincoln II, L.L.C.

By: \_\_\_\_\_  
 Its Valerie Medina  
 Assistant Secretary

SEE NEXT PAGE FOR THE CONSENT OF THE LESSOR

# UNOFFICIAL COPY

## CONSENT TO ASSIGNMENT

The undersigned hereby consents to the foregoing assignment and assumption agreement and agrees that the legal description attached hereto is the correct legal description and shall be substituted for Exhibit A of the Lease which is hereby deleted in its entirety. The undersigned also agrees to release Assignor from all of its obligations pursuant to the Lease and the Consent arising from the Lease as of the date the Assignee assumes all responsibilities for same.

Date: 10-13, 2006

Metropolitan Water Reclamation District of  
Greater Chicago

By: 

Gloria Mitto Majewski  
Chairman, Committee on Finance

ATTEST:

By: 

Jacqueline Torres, Clerk

Property of Cook County Clerk's Office

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## EXHIBIT A LEGAL DESCRIPTION

### PARCEL B:

A PARCEL OF LAND LYING IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE EAST LINE OF THE AFORESAID NORTHEAST 1/4 OF AND THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE; THENCE NORTH 50 DEGREES, 57 MINUTES, 58 SECONDS WEST ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF LINCOLN AVENUE, 577.72 FEET TO A POINT, SAID POINT BEING 115.00 FEET NORTHWEST OF THE WESTERLY LINE (AS MEASURED ALONG LINCOLN AVENUE) OF THE NORTH SHORE CHANNEL; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST 843.68 FEET; THENCE (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST, A DISTANCE OF 30.00 FEET, TO THE PLACE OF BEGINNING; THENCE CONTINUING (DEED) NORTH 80 DEGREES 51 MINUTES 29 SECONDS EAST, (MEAS.) NORTH 81 DEGREES 59 MINUTES 36 SECONDS EAST A DISTANCE OF 120.00 FEET; THENCE (DEED) SOUTH 07 DEGREES 05 MINUTES 24 SECONDS EAST (MEAS.) SOUTH 08 DEGREES 44 MINUTES 24 SECONDS EAST, A DISTANCE OF 194.36; THENCE SOUTH 82 DEGREES 54 MINUTES 36 SECONDS WEST, A DISTANCE OF 3.93 FEET; THENCE SOUTH 07 DEGREES 05 MINUTES 20 SECONDS EAST, A DISTANCE OF 145.72 FEET; THENCE SOUTH 82 DEGREES 30 MINUTES 40 SECONDS WEST, A DISTANCE OF 113.69 FEET; THENCE NORTH 07 DEGREES 29 MINUTES 25 SECONDS WEST, A DISTANCE OF 338.96 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

*PIN 13-02-220-035-8002*  
*Address 6075-6201 N. Lincoln, Chicago*

# UNOFFICIAL COPY

APPROVED AS TO FORM AND LEGALITY:

*Carlton Lowe*

Head Assistant Attorney

*Frank M. [unclear]*

Attorney

APPROVED AS TO PLAT AND LEGAL DESCRIPTION:

*jm*

*Annun [unclear]*

Engineer of Infrastructure Management Sewer Design

*[Signature]*

Assistant Chief Engineer of Infrastructure & Budget Management Division

*[Signature]*

Chief Engineer

APPROVED:

*R Lanyon*

General Superintendent

RECEIVED:

Fee \_\_\_\_\_

Insurance \_\_\_\_\_

Bond \_\_\_\_\_

Property of County Clerk's Office