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RECORDING REQUESTED BY, AND
WHEN RECORDED RETURN TO:
Drane Freyer and Lapins, Limited
150 North Wacker Drive, Suite 800
Chicago, IL 60606
Attn: Scott Drane, Esq.

Doc#: 0631345028 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/09/2006 11:59 AM Pg: 1 of 5

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

THIS MEMORANDUM OF PARKING AGREEMENT ("**Memorandum**") is made and entered into effect as of the 1st day of November, 2006, by and between **TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, FOR THE BENEFIT OF THE REAL ESTATE ACCOUNT**, a New York corporation, with its offices at 730 Third Avenue, New York, New York, 10007 ("**Assignor**") and **TRANSWESTERN COLUMBIA CENTRE III, L.L.C.**, a Delaware limited liability company, whose mailing address is 150 North Wacker Drive, Suite 800, Chicago, IL 60606 ("**Assignee**").

1. In accordance with that certain Agreement of Sale ("**Agreement**") dated as of October 16, 2006 between Assignor, as Seller, and Aslan Realty Partners III, L.L.C. ("**Contract Purchaser**"), Assignor agreed to transfer and convey to Contract Purchaser that certain real Property located at 9525 Bryn Mawr Avenue, Rosemont, IL as more particularly described on **Exhibit A**.

2. Contract Purchaser has transferred and assigned all of its right, title and interest in and to the Agreement to Assignee, who has assumed all obligations under the Agreement, pursuant to that certain Assignment of Agreement of Sale dated as of even date herewith by and between Contract Purchaser and Assignee, and Assignee has acquired title to the Property as of today's date pursuant to that certain Special Warranty Deed executed and delivered by Assignor in favor of Assignee.

3. Pursuant to that certain Assignment and Assumption Agreement dated as of even date, Assignor also has transferred to Assignee all of its right, title and interest in and to that certain Parking Agreement dated November 2, 1988 by and between the Village of Rosemont, a municipal corporation, and American National Bank and Trust Company of Chicago as Trustee under Trust Agreement dated December 12, 1986 and known as Trust Number 100841-01 and Fifield-Rosemont Associates, an Illinois joint venture, as amended by a First Amendment to Parking Agreement and Memorandum of Parking Agreement dated July 18, 1990 and a First Amendment to Parking Agreement dated October 6, 1999 (collectively, the "**Amendments**"; the Original Agreement and the Amendments are hereinafter collectively referred to as the "**Parking Agreement**"), which Parking Agreement pertains to and benefits the Property.

4. All capitalized terms used herein and not specifically defined herein shall have the meanings ascribed to them in the Parking Agreement.

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5. This Memorandum is prepared for the purposes of recording a notification as to the existence of the Parking Agreement but in no way modifies the express and particular provisions of the Parking Agreement. In the event of a conflict between the terms of the Parking Agreement and the terms of this Memorandum of Parking Agreement, the terms of the Parking Agreement shall control.

6. This Memorandum may be executed in counterparts.

[SIGNATURES COMMENCE ON THE FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute and deliver this Memorandum of Parking Agreement as of the day and year first above written.

ASSIGNEE:

TRANSWESTERN COLUMBIA CENTRE
 III, L.L.C., a Delaware limited liability
 company

By: *[Signature]*
 Name: Timothy E. McChesney
 Title: Managing Director

STATE OF _____)
) ss.:
 COUNTY OF _____)

On the 31st day of October in the year 2006 before me, the undersigned, personally appeared Timothy E. McChesney, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the _____
 _____ (insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

OFFICIAL SEAL
 SARAH A MILLER
 NOTARY PUBLIC
 STATE OF ILLINOIS
 MY COMM. EXP. 8-6-2008

[Signature]
 Notary Public

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ASSIGNOR:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, FOR THE BENEFIT OF THE REAL ESTATE ACCOUNT, a New York corporation

By: [Signature] ^{KSO}
Name: Jennifer Hoch Glaube
Title: Director

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ACKNOWLEDGMENT

STATE OF New York
COUNTY OF New York ss:

On the 27 day of October, in the year 2006 before me, the undersigned, personally appeared JENNIFER HOCHGLAUBE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of New York State of New York (insert the city or other political subdivision and the state or country or other place the acknowledgment was taken)

[Signature]
Notary Public

LORETTA M. MONAHAN
Notary Public, State of N.Y.
No. 01M06001475
Commission Expires 1/12/2010

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Exhibit A

Legal Description

THE WEST 558.33 FEET (MEASURED ALONG THE NORTH LINE) OF LOT 1 OF HENRY HACHMEISTER'S DIVISION OF PARTS OF SECTIONS 9 AND 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 6, 1908 AS DOCUMENT NUMBER 4183101, EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE AFORESAID SECTION 10; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 217 FEET FOR THE PLACE OF BEGINNING; THENCE CONTINUING SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE EASTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET; THENCE NORTHERLY PARALLEL WITH THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 200 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF BRYN MAWR AVENUE, A DISTANCE OF 80 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PERPETUAL, NON-EXCLUSIVE EASEMENT IN, UNDER THE EASEMENT PARCEL (AS DESCRIBED IN EXHIBIT C) SOLELY FOR THE USE OF SANITARY SEWER AND FOR THE PURPOSE OF SERVICING AND MAINTAINING THE SANITARY SEWER AND EXTENSION IN ACCORDANCE WITH THE PROVISIONS OF PARAGRAPHS 2 AND 3 IN THE AGREEMENT AS CREATED, DEFINED AND LIMITED IN THAT CERTAIN EASEMENT AGREEMENT DATED MARCH 1, 1989 AND RECORDED JANUARY 24, 1990 AS DOCUMENT NUMBER 90037337.

PARCEL 3:

EASEMENT OVER PORTIONS OF THE VILLAGE OF ROSEMONT PROPERTY TO THE SOUTH OF PARCEL 1 AS MAY BE INCIDENTAL TO THE USE OF THAT CERTAIN SKYBRIDGE CONNECTING THE 9 STORY BUILDING ON THE LAND WITH THE MULTI-LEVEL CONCRETE PARKING FACILITY ON THE LAND TO THE SOUTH AS CREATED, DEFINED AND LIMITED BY INSTRUMENT RECORDED JULY 25, 1990 AS DOCUMENT 90358728.

PARCEL 4:

ALL RIGHTS, INCLUDING THE USE OF 350 PARKING SPACES, AS GRANTED IN THE PARKING AGREEMENT MADE NOVEMBER 2, 1988 BY AND BETWEEN THE VILLAGE OF ROSEMONT, A MUNICIPAL CORPORATION, AND AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS TRUSTEE UNDER A TRUST AGREEMENT DATED DECEMBER 12, 1986 AND KNOWN AS TRUST NUMBER 100841-01, A MEMORANDUM OF WHICH WAS RECORDED DECEMBER 14, 1988 AS DOCUMENT 88576464, AS AMENDED BY FIRST AMENDMENT THERETO RECORDED JULY 25, 1990 AS DOCUMENT 90358728, AS AMENDED BY ADDENDUM THERETO RECORDED FEBRUARY 3, 1993 AS DOCUMENT 93087080.

Property Address 9525 West Bryn Mawr Ave
Rosemont, IL
Volume: 063

Pin # 12-10-100-051