# **UNOFFICIAL COPY**

This Instrument Was Prepared By and After Recording Should Be Returned To:

Jack Parrino, Esq.
Thompson Coburn Fagel Haber
55 East Monroe Street, 40th Floor
Chicago, Illinois 60603
(312) 346-7500



Doc#: 0722122048 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/09/2007 11:51 AM Pg: 1 of 11

#### ASSIGNMENT AND ASSUMPTION OF LEASE AND SUBLEASE

This Assignment and Assumptior of Lease and Sublease is made and entered into as of this day of August, 2007 by and between Albany Bank & Trust Company N.A., as Trustee under Trust Agreement dated February 22, 2002, and known Trust Number 11-5829 (the "Land Trust"), McCormick City – G, L.L.C., an Illinois limited liability company, sole beneficiary under the Land Trust ("Beneficiary") [the Land Trust and the Beneficiary are collectively referred to herein as the "Assignor"], and Metrose Park Equity, LLC, a Delaware limited liability company, Melrose Park Investments, L.P., a California limited partnership, Melrose Park Associates, LLC, a Delaware limited liability company, NMC Melrose Park, LLC, a California limited liability company, and NMC Grove Melrose, "LC, a Delaware limited liability company (collectively, "Assignee").

#### WITNESSETH:

WHEREAS, LaSalle National Bank, as Trustee under Trust Agreement dated May 15, 1981 and known as Trust No. 103971 ("Prior Land Trust"), as landlord, and Bond Drug Company of Illinois, an Illinois corporation ("Bond Drug"), as tenant, entered into a lease agreement dated December 26, 1986 ("Lease") [a memorandum of which was recorded with the Cook County Recorder of Deeds as document number 87100763] in connection with the premises commonly known as 1040 Winston Plaza, Melrose Park, Illinois ("Premises"), said Premises being a portion of the property legally described on Exhibit A attached hereto (the "Property").

WHEREAS, Bond Drug, as sublandlord, and Marriott Family Restaurants, Inc. ("Marriott"), as subtenant, entered into a sublease agreement dated August 30, 1988, whereby Bond Drug sublet the Premises to Marriott (the "Bond Drug/Marriott Sublease").

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WHEREAS, Bond Drug and Marriott entered into a Termination of Sublease and Assignment and Assumption of Lease dated September 27, 1991 (which was recorded with the Cook County Recorder of Deeds as document number 92044512) whereby (i) the parties agreed to terminate the Bond Drug/Marriott Sublease, and (ii) Bond Drug assigned its interest as tenant under the Lease to Marriott.

WHEREAS, Marriott, as sublandlord, and Lunan Family Restaurants Limited Partnership ("Lunan"), as subtenant, entered into a sublease agreement dated September 30, 1991 ("Marriott/Lunan Sublease") [a memorandum of which was recorded with the Cook County Recorder of Deeds as document number 91513476].

WHEPEAS, on April 24, 1995, Lunan assigned its interest as subtenant under the Marriott/Lunar Sublease to IHOP Properties, Inc. ("IHOP") pursuant to that certain Assignment and Assumption of Sublease recorded with the Cook County Recorder of Deeds as document number 95277916.

WHEREAS, on or about April 4, 2002, the Prior Land Trust conveyed the Property to the Land Trust pursuant to that certain Trustee's Deed In Trust recorded with the Cook County Recorder of Deeds on May 17, 2002 as document number 0020565680.

WHEREAS, Assignor and HIAS Host Family Restaurants, Inc. (formerly known as Marriott) ["HMS"] entered into an Assignment of Sublease and Lease and Release of Obligations dated August 31, 2004 whereby (i) HMS assigned its interest as tenant under the Lease to Assignor and (ii) HMS assigned its interest as sublandlord under the Marriott/Lunan Sublease to Assignor.

WHEREAS, Assignor, as tenant, desires to assign to Assignee all of Assignor's right, title and interest in the Lease.

WHEREAS, Assignor, as sublandlord, desires to assign to Assignee all of Assignor's right, title and interest in the Marriott/ Lunan Sublease.

WHEREAS, Assignee desires to assume the obligations of Assignor under the Lease and Marriott/Lunan Sublease.

- NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor and Assignee hereby agree as follows:
- 1. <u>Assignment</u>. Assignor does hereby grant, convey, assign, transfer, and set over unto Assignee, all of Assignor's right, title and interest in, under and to the Lease and Marriott/Lunan Sublease.
- 2. <u>Assumption</u>. Assignee does hereby agree to assume and perform all of the obligations of Assignor pursuant to the Lease and Sublease.

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- 3. <u>Indemnity</u>. Assignee agrees to indemnify, defend, and hold harmless Assignor from any cost, liability, damage or expense (including, without limitation, attorneys' fees) arising out of or relating to Assignee's failure to perform any of the foregoing obligations arising from and accruing under the Lease and/or Sublease on or after the date hereof. Assignor agrees to indemnify, defend, and hold harmless Assignee from any cost, liability, damage or expense (including, without limitation, attorneys' fees) arising out of or relating to Assignor's failure to perform any of the obligations of Assignor under the Lease and/or Sublease, to the extent accruing prior to the date hereof.
- 4. <u>Successors and Assigns</u>. This Assignment and Assumption of Lease and Sublease and all covenents, agreements contained herein shall be binding upon and inure to the benefit of the parties here to and their respective successors and assigns.
- 5. <u>Counterparts</u>. For convenience, this Assignment and Assumption of Lease and Sublease may be executed with facsimile signatures and/or in any number of counterparts, each of which shall be deemed an original and all of such counterparts when taken together shall constitute but one and the same document which shall be sufficiently evidenced by such executed counterparts.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Assignment and Assumption of Lease and Sublease to be executed as of the date first above written.

[SIGNATURE PAGES IMMEDIATELY FOLLOW]

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### **UNOFFICIAL CO**

ASSIGNOR:	
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BENEFICIARY:

McCormick City - G, L.L.C., an Illinois limited liability company

Name/Title: Robert Gecht

Date: 8/1/07

STATE OF ILLINOIS

COUNTY OF COOK

a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Robert D. Gecht, Manager of McCormick City - G, L.LC., an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth..

GIVEN under my hand and notarial seal this 6th day of August, 2007.

MEGIN N. LOWE

My Commission Expire NOTARY PUBLIC STATE OF ILLINOIS My Commission Expires 07/09/2009

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#### LAND TRUST:

Albany Bank & Trust Company N.A., as Trust	ee under Trust
Agreement dated February 22, 2002, and know	n Trust Number 11-5829
By: 31 He hus	
Name/Title: Trust Officer	This statement is executed by ALBANY BANK & TRUST
Date: 8/6/07	aforesaid. All the covenents including but solely as Irustee, as
	performed hereunder by Al BANY DANY
	COMPANY, N.A. are undertaken by it solely as Trustee, as
STATE OF ILLINOIS )	shall be asserted or be enforced to personal liability
) SS	the covenants statements convergently of
COUNTY OF COCK )	contained in this instrument.
1	
I, Megin N. Come	, a Notary Public in and for and residing in said
County and State, DO HEREBY CERTIFY T	HAT Bread & VILLUC a Trust Officer of
Albany Bank & Irust Company N.A., person	ally known to me to be the same person whose
name is subscribed to the foregoing instrume	ent, appeared before me this day in person and
a free and voluntary act, for the uses and purpos	ssociation signed and delivered this instrument as
a roo and vorantary act, for the uses and perpos	streem set form
	·O.
OWEN 1	4001
GIVEN under my hand and nota	rial seal this day of August, 2007.
/	Valore_
No	tary Public
	"OFFICIAL SEAL"
My	I OMMISSION HVISTEAGE   METSIKI KI LALL
	NOTARY CUELIC STATE OF ILLINOIS My Commission Expires 07/09/2009
	70

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Sounity Clark's Office

# **UNOFFICIAL COPY**

MELROSE PARK EQUITY, LLC, a Delaware limited liability company

By:

Maxxam Enterprises, LLC,

a California limited liability company,

lts

Managing Member

By:

Name: Michael Soroudi Its: Co-Manager

MELROSE FARK INVESTMENTS, L.P., a California limited partnership

By:

Winston Livestment Group, LLC,

a Delaware limited liability company,

Its

General Partner

Ву:

Summit View Foldings, LLC,

a California limite liability company, Manager

Its

By:

Name: Michael Soroudi

Its:

Co-Manager

MELROSE PARK ASSOCIATES, LLC, a Delaware limited liability company

By:

Summit View Holdings, LLC

a California limited liability company,

lts

Manager

By:

Name: Michael Soroudi

lte.

Co-Manager

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NMC MELROSE PARK, LLC, a California limited liability company

By: NMC Melrose Park Manager, LLC,

a Delaware limited liability company,

lts Member Manager

> NewMark Merrill Companies, LLC, By:

a California limited liability company,

lts Manager

> By: Sigal Investments, LLC.

a California limited liability company,

Member Manager

By: Name: Sanford D. Sigal

Manager

NMC GROVE MELROSE, LLC a Delaware limited liability company

NewMark Merrill Companies, LLC, By:

a California limited liability company.

lts Manager

> Sigal Investments, LLC, By:

Olympia Clerk's Office a California limited liability company,

lts Member Manager

> By: Name: Sanford D. Sigal

Its: Manager

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#### **ACKNOWLEDGEMENT**

State of California	)		
County of Los Angeles	) SS. )		
On August	sonally appeared, the basis of satisfate bscribed to the wit cuted the same in signature(s) on the	actory evidence) to be the thin instrument and ackno- his/her/their authorized of instrument the person(s	nally known to person(s) owledged to capacity(ies)
WITNESS my han	d and official seal		ELIZABETH M. AARON Commission # 1435577 Notary Public - California Los Angeles County Comm. Expires Sep 17, 2007
Elizáb <b>et</b> h M	l. Aaron	(Seal)	
State of California  County of Los Angeles	) ) SS. )	Clan Clan	
On August	conally appeared, ne basis of satisfact oscribed to the with uted the same in high ignature(s) on the	e, Elizabeth M. Aaron, a Michael Soroudi, personatory evidence) to be the nin instrument and acknowledge the highest the person(s)	ally known to cerson(s) bwledged to anacit (iss)
WITNESS my hand Signature	d and official seal.	No	ELIZABETH M. AARON Dommission # 1435577 tary Public - California Los Angeles County Domm. Expires Sep 17, 2007
Elizabeth M.	Aaron	(Seal)	

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State of California	) ) SS.		
County of Los Angeles	)		
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WITNESS my hand a	and official seal.	Commission Notary Public Los Angele	- California
Signature	in Maron	My Comm. Expire	
Elizabeth M. A	Naron	(Seal)	
State of California )  County of Los Angeles )	SS.		
On August, 2 in and for said State, person me (or proved to me on the whose name(s) is/are subscome that he/she/they execute and that by his/her/their sign on behalf of which the perso	basis of satisfactory evider cribed to the within instrumed d the same in his/her/their nature(s) on the instrument	Sigal, personally known nce) to be the person(s) ent and acknowledged to authorized capacity(ies) the person(s), or the ent	to
WITNESS my hand a	nd official seal. tu M Alwon	ELIZABETH M. Commission # Notary Public - Los Angeles My Comm. Expires	1435577 California E County
Signature <u>FIGUU</u> Elizabe <b>th</b> M. Aa	aron ( KUMP)	(Seal)	

(Seal)

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#### **ACKNOWLEDGEMENT**

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County of Los Angeles	) SS. )	
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WITNESS my har. Signature Elizabeth M	id and official seal.  Living Mann  I. Aaron	ELIZABETH M. AARON Commission # 1435577 Notary Public - California Los Angeles County My Comm. Expires Sep 17, 2007  (Seal)

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#### EXHIBIT A

#### **LEGAL DESCRIPTION**

A PARCEL OF LAND IN THE NORTHEAST 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT 94.82 FEET SOUTH OF THE NORTH LINE OF AFORESAID SECTION 3 AND 33.0 FEET WEST OF THE EAST LINE OF AFORESAID SECTION 3, BEING THE INTERSECTION OF WEST LINE OF 9TH AVENUE AND THE SOUTH LINE OF NORTH AVENUE; THENCE NORTH 89 DEGREES 42 MINUTES 10 SECONDS WEST IN THE SOUTH LINE OF AFORESAID NORTH AVENUE, TO A POINT 95.68 FEET SOUTH OF AFORESAID NORTH LINE OF SECTION 3, A DISTANCE OF 1628.12 FEET, TO A POINT IN THE EAST LINE OF 14TH AVENUE AS SHOWN IN THE PLAT OF SUBDIVISION OF WINSTON PARK UNIT NUMBER 1 RECORDED JULY 6, 1955 AS DOCUMENT 16291419 IN PLAT BOOK 448 ON PAGES 22 AND 23; THENCE SOUTH 0 DEGREES 30 MINUTES WEST IN THE EAST LINE OF AFORESAID 14TH AVENUE A DISTANCE OF 855.28 FEET TO THE NORTHWEST CORNER OF LOT 1 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE SOUTHEASTERLY IN A NORTHLY LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1, BEING A CURVED LINE, CONVEX SOUTHWESTERLY, HAVING A RADIUS OF 1130.0 FEET, AN ARC DISTANCE OF 528.87 FEET TO A POINT OF TANGENCY WITH A LINE PARALLEL TO AND 1643.0 FEET NORTH OF THE SOUTH LINE OF THE AFORESAID NORTHEAST 1/4, AND BEING THE NORTH LINE OF AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE EAST IN AFORESAID NORTH LINE OF UNIT NUMBER 1 A DISTANCE OF 700.01 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY IN A NORTHEASTERLY CURVED LINE OF AFORESAID UNIT NUMBER 1, CONVEX NORTHEASTERLY HAVING A RADIUS OF 520.0 FEET, AN ARC DISTANCE OF 493.51 FEET, TO THE NORTHEASTERLY CORNER OF LOT 26 IN AFORESAID WINSTON PARK UNIT NUMBER 1; THENCE NORTH 0 DEGREES 09 MINUTES FAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1185.44 FLEI TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Permanent Index Numbers: 15-03-211-004-0000, 15-03-211-006-0000, 15-03-211-007-0000,

15-03-211-008-0000 and 15-03-211-009-0000

Common Address: Southwest Corner of North Avenue and 9th Avenue

Melrose Park, Illinois