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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

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

ASSIGNMENT AND ASSUMPTION OF LEASE AND SUBLEASE

8359941 DZMM ©

This Assignment and Assumption of Lease and Sublease is made and entered into as of this 8th 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 Melrose 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, LLC, 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].

WHEREAS, on April 24, 1995, Lunan assigned its interest as subtenant under the Marriott/Lunan 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 HMS 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. Assignment. 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. Assumption. 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. Indemnity. 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. Successors and Assigns. This Assignment and Assumption of Lease and Sublease and all covenants, agreements contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

5. Counterparts. 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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ASSIGNOR:

BENEFICIARY:

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

By: [Signature]
Name/Title: Robert Gecht
Date: 8/6/07

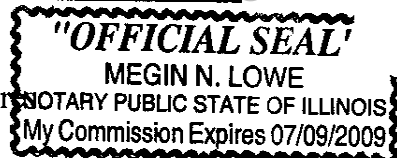
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Megin N. Lowe, 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.L.C., 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.

[Signature]
Notary Public

My Commission Expires



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MELROSE PARK EQUITY, LLC,
a Delaware limited liability company

By: Maxxam Enterprises, LLC,
a California limited liability company,
Its Managing Member

By: 
Name: Michael Soroudi
Its: Co-Manager

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

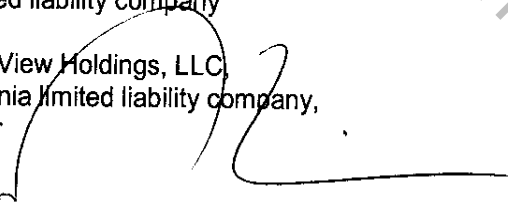
By: Winston Investment Group, LLC,
a Delaware limited liability company,
Its General Partner

By: Summit View Holdings, LLC,
a California limited liability company,
Its Manager

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,
Its Manager

By: 
Name: Michael Soroudi
Its: Co-Manager

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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NMC MELROSE PARK, LLC,
a California limited liability company

By: NMC Melrose Park Manager, LLC,
a Delaware limited liability company,
Its Member Manager

By: NewMark Merrill Companies, LLC,
a California limited liability company,
Its Manager

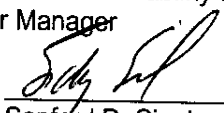
By: Sigal Investments, LLC,
a California limited liability company,
Its Member Manager

By: 
Name: Sanford D. Sigal
Its: Manager

NMC GROVE MELROSE, LLC
a Delaware limited liability company

By: NewMark Merrill Companies, LLC,
a California limited liability company,
Its Manager

By: Sigal Investments, LLC,
a California limited liability company,
Its Member Manager

By: 
Name: Sanford D. Sigal
Its: Manager

Property of Cook County Clerk's Office

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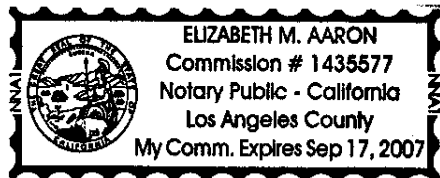
ACKNOWLEDGEMENT

State of California)
) SS.
 County of Los Angeles)

On August 6, 2007, before me, Elizabeth M. Aaron, a Notary Public in and for said State, personally appeared, Michael Soroudi, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Elizabeth M. Aaron*
 Elizabeth M. Aaron



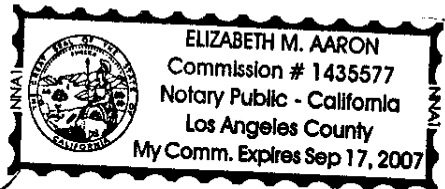
(Seal)

State of California)
) SS.
 County of Los Angeles)

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WITNESS my hand and official seal.

Signature *Elizabeth M. Aaron*
 Elizabeth M. Aaron



(Seal)

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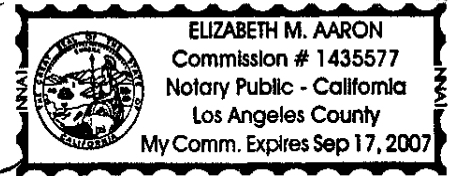
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 County of Los Angeles) SS.

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WITNESS my hand and official seal.

Signature *Elizabeth M. Aaron*
 Elizabeth M. Aaron



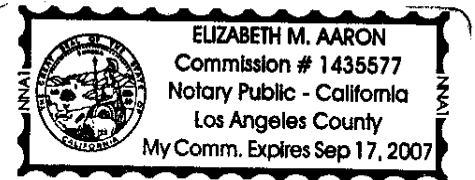
(Seal)

State of California)
)
 County of Los Angeles) SS.

On August 6, 2007, before me, Elizabeth M. Aaron, a Notary Public in and for said State, personally appeared, Sanford D. Sigal, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature *Elizabeth M. Aaron*
 Elizabeth M. Aaron



(Seal)

UNOFFICIAL COPY

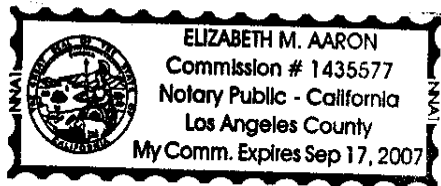
ACKNOWLEDGEMENT

State of California)
)
 County of Los Angeles) SS.

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WITNESS my hand and official seal.

Signature *Elizabeth M. Aaron*
 Elizabeth M. Aaron



(Seal)

County Clerk's Office

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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 EAST IN THE WEST LINE OF AFORESAID 9TH AVENUE A DISTANCE OF 1185.44 FEET 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