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Doc#: 0726822049 Fee: \$40.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder (2)

Cook County Recorder of Deeds Date: 09/25/2007 10:23 AM Pg: 1 of 9

THIS DOCUMENT WAS PREPARED BY: WIRELESS CAPITAL PARTNERS, LLC 11900 Olympic Boulevard, Suite 400 Los Angeles, CA 90064 Attn: Title Dept.

AFTER RECORDING RETURN TO: NORTH AMERICAN TITLE 2200 Post Oak Blvd., Suite 100 Houston, TX 77056 Attn: Tania Baez

WCP #: 72787

DOCUMENT TITLE:

MEMORANDUM OF ASSIGNMENT OF LEASE AND

RENTS AND SUCCESSOR LEASE AND RENTS

GRANTOR/LESSOR:

PARK NATIONAL BANK AS SUCCESSON TRUSTEE

TO GREAT LAKES TRUST CO. AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF BLUE

ISLAND, AS TRUSTEE

GRANTEE/LESSEE:

WIRELESS CAPITAL PARTNERS, LLC, a Delaware

limited liability company

PROPERTY ADDRESS:

15220 Halsted St., Phoenix, IL

PARCEL NO.:

29-17-214-034, 29-17-214-035,

29-17-214-038

Sypa

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## **UNOFFICIAL COPY**

PREPARED BY

WIRELESS CAPITAL PARTNERS, LLC 11900 W. Olympic Blvd., Suite 400 Los Angeles, California 90064

Attn: Title Department

WCP#: 72787

## MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS

Rents (this "Memorandum of Assignment of Lease and Rents and Successor Lease and Rents (this "Memorandum") is made as of Mg.27.2000 between PARK NATIONAL BANK AS SUCCESSOR TRUSTEE TO GREAT LAKES TRUST CO. AS SUCCESSOR TRUSTEE TO FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 81138 ("Trustee"), STRANCZEK EQUITIES, an Illinois general partnership ("Beneficiary") (collectively, "Landlord") and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

- A. Trustee, as lessor, and SprintCom, Inc. a Kansas corporation, as lessee ("Tenant"), are parties to that certain lease dater, as of February 2, 1998 (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").
- B. Landlord and WCP are parties to an Assignment of Lease and Rents and Successor Lease and Rents dated on or about the date he eof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to "CP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandam to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about February 1, 2008 and contains three (3) option(s) to renew or extend the term for an additional period of five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on August 31, 2037. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

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### **UNOFFICIAL COPY**

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Beneficiary:

STRANCZEK EQUITIES, an Illinois, general

partnership

By: Name:

Robert Stranczek

Title:

Partner

By:

Name:

Michael Stranczek

Title:

Partner

DOOR CO. Landlord:

FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981-AND KNOWN AS

TRUST NUMBER 8113

SEE RIDER ATTACHES WERE TO AND MADE A PART REMERF By:

Title:

WCP:

WIRELESS CAFITAL PARTNERS, LLC,

a Delaware limited liar lity company

Bv:

Name: Joni Lesage

Its:

Treasurer

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED].

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# **UNOFFICIAL COPY**

#### ALL-PURPOSE ACKNOWLEDGMENT

State of ILLINOIS	SS.
County of Cook	33.
On <u>August 20, 2007</u> before me,	RUTHRANDALL - NOTART PUBLIC, Name and Tille of Officer (e.g., "Jane Doe, Notary Public")  ANCZEK  Name(s) of Signer(s)
	personally known to me proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to
COFICIAL SEAL  Roth Randall  Notary object, State of Illinois My Compusion Exp. 09/16/2008	the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorize capacity(ies), and that by his/her/their signatures(s) of the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Separate Committee of the Committee of t	WITNESS my hand and official seal.
0.5	Signature of Notary Public
Though the information below is not required by 'cry	and prove valuable to persons relying on the document and could not prevent and could no
Description of Attached Document	
Title or Type of Document:	<u></u>
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	<u> </u>
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT
☐ Individual ☐ Corporate Officer – Title(s): ☐ Partner - ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	OF SIGNER Top of thumb here
Signer is Representing:	

@ 1999 National Notary Association

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# **UNOFFICIAL COPY**

#### ALL-PURPOSE ACKNOWLEDGMENT

State of TLLINOIS	
County of Cook	SS.
On <u>August 20, 2007</u> before me,	RUTH RANDALL NOTARY PUBLIC Name and Title of Officer (e.g., "Jane Doe, Notary Public")  TRANCZEK  Name(s) of Signer(s)
	□ personally known to me     □ proved to me on the basis of satisfactory evidence
OF FOR SEAL" Ruth Condall	to be the person(s) whose names(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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Notary Public, Ctat Cof Illinois My Commission, Exp. 59/6/2008	WITNESS my hand and official seal.
Commence of the second state of the second	Ruth Ran Rull Signature of Notary Public
Though the information below is not required by law it ma	-OPTIONALy prove valuable to persons relying on the document and could not prevent trachment of this form to another document.
Description of Attached Document	
Title or Type of Document:	
Document Date:	Number of Pages:
Signer(s) Other Than Named Above:	<u> </u>
Capacity(ies) Claimed by Signer	
Signer's Name:	RIGHT THUMBPRINT
☐ Individual	OF SIGNER Top of thumb here
Signer is Representing:	

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Prod. No. 5907

0726822049 Page: 6 of 9

# **UNOFFICIAL COPY**

#### ALL-PURPOSE ACKNOWLEDGMENT

State of ICCINOIS	SS.
County of COOK	
On $\frac{8  _{31} _{07}}{ _{Date}}$ before me,	Deboto M. Dazicacy, Notarzy,  Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared FRANKLIN SAL	ORS VICEPRESIDENTY TRUST OFFICIR Name(s) of Signer(s)
	personally known to me proved to me on the basis of satisfactory evidence
Coal Coal	to be the person(s) whose names(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 signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
Official Section of Control of Control of Control of Markacy Deboration State of III Mark Vision Express US My Commission Express US	Signature of Notary Public
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5. Description of Attached Document	Co,
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Document Date:	Numbs, of Pages:
Signer(s) Other Than Named Above:	<u> </u>
6. Capacity(ies) Claimed by Signer	7
Signer's Name:	RIGHT THUMBPRINT
☐ Individual ☐ Corporate Officer – Title(s): ☐ Partner - ☐ Limited ☐ General ☐ Attorney-in-Fact ☐ Trustee ☐ Guardian or Conservator ☐ Other:	Top of num where
Signer is Representing:	

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Prod. No. 5907

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### **UNOFFICIAL COPY**

SCHEDULE A

LEASE DESCRIPTION

AND

LEGAL DESCRIPTION

That certain LEASE AGREEMENT dated February 2, 1998, by and between FIRST NATIONAL BANK OF BLUE ISLAND, AS TRUSTEE UNDER TRUST AGREEMENT DATED OCTOBER 1, 1981 AND KNOWN AS TRUST NUMBER 81138, whose address is 13057 Western Ave, Blue Island, IL 60406 ("Landlord") and SprintCom, Inc., a Kansas corporation ("Tenent"), whose address is 6391 Sprint Parkway, Mailstop KSOPHT0101-Z2650, Overland Park, KS, 56251, for the property located at 15220 to 15400 Halsted St, Phoenix Harvey, IL 60426.

The Legal Description follows:

LOTS 1, 2 AND 5, IN SELECT SUBDIVISION BEING A SUBDIVISION OF PART OF LOT 2 IN COUNTY CLERK'S DIVISION OF UNSUBDIVIDED LANDS IN THE NOPTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL WIF. PUBLAN, IN COOK COUNTY, ILLINOIS.

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This MEMORANDUM OF ASSIGNMENT OF LEASE AND RENTS AND SUCCESSOR LEASE AND RENTS is executed by PARK NATIONAL BANK, not personally, but solely as Trustee, in exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by PARK NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against PARK NATIONAL BANK by reason of any of the terms, provisions, stipulations, covenants, conditions, and/or statements contained in this instrument.

IN WITNESS WHEREOF, PARK NATIONAL BANK, not personally, but as Trustee as aforesaid, not caused these presents to be signed by its <u>Vice President/TrustOfficer</u> this <u>21st</u> <u>ary cf August</u>, <u>2007</u>.

PARK NATIONAL BANK, AS TRUSTEE AS AFORESAID AND NOT PERSONALLY.

RV.

Vice Fresident/Trust Officer

10/4'S OFFICE

Subscribed and Sworn to before me This 21st day of August, 2007.

Notary Public

Official Seri Deporate M.Derkacy Notary Public State of Minoris My Communication Express 05/17/2019

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## **UNOFFICIAL COPY**

#### ALL-PURPOSE ACKNOWLEDGMENT

On August 29, 2007, before me, Carr	rie Anne Messina, Notary Public
Date	Name and little of Officer (e.g., Jame Doe, Notary Public )
personally appeared	Joni LeSage Name(s) of Signer(s)
000	□ personally known to me     □ proved to me on the basis of satisfactory evidence
CAPRIL A UNE MESSINA Commission # 1690171 Notary Public Cull'unia Los Angeles County My Comm. Expires Aug 2 / , 20 0	to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WyCorini	WITNESS my hand and official seal.
	Signature of Notary Public
	OPTION'AL
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Though the information below is not required by I prevent fraudulent remove  Description of Attached Document  Title or Type of Document:  Document Date:  Signer(s) Other Than Named Above:  Capacity(ies) Claimed by Signer  Signer's Name:  Individual  Corporate Officer Title(s):	law, it may prove א שני ייני ייני to persons relying on the document and could not all and reattachment of this firm to another document.  t  Number of Pages:  RIGHT HUMBPRITED SINER  Top of thumb here