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Prepared by:

Daniel J. Kach, esq.  
Levick, Timm & Garfinkel, LLC  
770 Lake Cook Road, Suite 150  
Deerfield, IL 60015

After Recording Return to:

LandAmerica National  
Commercial Services  
10 S. LaSalle Street, Suite 2500  
Chicago, IL, 60603



Doc#: 0729618081 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/23/2007 12:38 PM Pg: 1 of 6

11023457B

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Assignment"), dated as of October 18, 2007 (the "Effective Date"), is by and between GCC ORLAND PARK ONE, LLC, an Illinois limited liability company ("Assignor"), and TRADE MART ASSOCIATES, LTD., A LIMITED PARTNERSHIP, a North Carolina limited partnership ("Assignee").

WHEREAS, Assignor is presently the holder of the lessor's interest under the lease, as amended (collectively, the "Lease") listed on Exhibit A attached hereto and by this reference incorporated herein. The Lease affects the real property described on Exhibit B attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. As of the Effective Date, Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, all of Assignor's right, title and interest in and to security, cleaning or other deposits and in and to any claims for rent, arrears rent or any other claims arising under the Lease against any lessee hereunder, subject to the rights of the lessee under the Lease.

2. Assumption. Assignee hereby assumes and agrees to pay all sums, and perform, fulfill and comply with all covenants and obligations, which are to be paid, performed, fulfilled and complied with by the lessor under the Lease, from and after the Effective Date.

3. Assignee's Indemnification of Assignor. Assignee shall and does hereby indemnify Assignor against, and agrees to hold Assignor harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses, including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignee occurring or alleged to have occurred from and after the Effective Date.

4. Assignor's Indemnification of Assignee. Assignor shall and does hereby indemnify Assignee against, and agrees to hold Assignee harmless of and from, all liabilities, obligations, actions, suits, proceedings or claims, and all costs and expenses,

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including but not limited to reasonable attorneys' fees, incurred in connection with the Lease, based upon or arising out of any breach or alleged breach of the Lease by Assignor occurring or alleged to have occurred on or prior to the Effective Date.

5. Binding Effect. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be signed in counterparts.

[signature page to follow]

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

**GCC ORLAND PARK ONE, LLC**

By: Gray Canyon Companies, Inc.,  
its Manager

*[Signature]*  
By: \_\_\_\_\_

Name: David Agosto

Its: President

STATE OF ILLINOIS )  
  )  
COUNTY OF LAKE )

SS.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that DAVID AGOSTO, personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

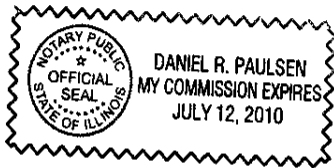
GIVEN under my hand and official seal, this 18 day of October, 2007.

*[Signature]*  
\_\_\_\_\_

Notary Public

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

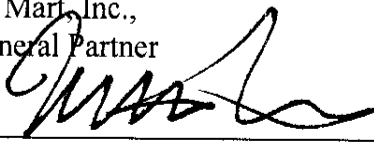


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ASSIGNEE:

**TRADE MART ASSOCIATES, LTD.,  
A LIMITED PARTNERSHIP**

By: Trade Mart, Inc.,  
its General Partner

By: 

Name: Jeff Schottenstein

Its: President

STATE OF FLORIDA )

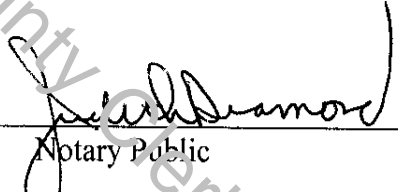
)

SS.

COUNTY OF MIAMI-DADE )

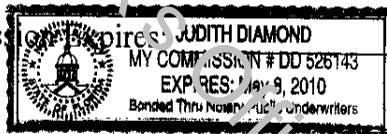
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JEFF SCHOTTENSTEIN, personally known to me to be the said person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 10 day of October, 2007.

  
Notary Public

Print Name:

My Commis



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## EXHIBIT A

### Lease Description

**LANDLORD:**

GCC Orland Park One, LLC  
4939 West Fullerton Avenue  
Chicago, IL 60639

**TENANT:**

Walgreen Co.  
200 Wilmot Road  
Deerfield, IL 60015

**DATE:**

August 16, 2006

**PREMISES:**

Wolf Road and 159<sup>th</sup> Street, Orland Park, Illinois

**TERM:**

Commencing on February 1, 2007  
and ending on January 31, 2082.

**AMENDMENTS:**

Letter Agreement dated August 16, 2006  
Letter Agreement dated June 11, 2007  
ATM Consent and Placement Agreement dated

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## EXHIBIT A

### Legal Description

LOT 15 IN GCC ORLAND PARK ONE, LLC, RESUBDIVISION OF LOTS 1 AND 2 IN LEJACK'S SUBDIVISION IN THE NORTH 30 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 19, TOWNSHIP 36 NORTH RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THAT PART WHICH MAY FALL IN THE SOUTH 10 ACRES OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 19 (EXCEPT THE WEST 352.36 FEET THEREOF), (EXCEPT THE EAST 375.00 FEET OF THE SOUTH 300 FEET THEREOF), (EXCEPT THAT PART FALLING IN 159TH STREET AS GRANTED AS TRACT 6, SOUTH R.O.W. LINE OF 159TH STREET PER DOCUMENT NO. 10909320) AND (EXCEPT LOTS 1, 2 AND 3 AND OUTLOT "A" IN WOLF CORNER BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE AFORESAID SECTION 19), ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 2007 AS DOCUMENT NUMBER 0700815162, ALL IN COOK COUNTY, ILLINOIS.

27-19-201-017

27-19-201-016