

# UNOFFICIAL COPY

08030846



**COOK COUNTY  
RECORDER  
IMPRINT  
CORRECTION  
08 YR. IS 1998**

. DEPT-01 RECORDING  
. T#0000 TRAN 0977 11/16/08 09:47:00  
. #4567 # CG \*-08-030846  
. COOK COUNTY RECORDER

PL 98 \$39.00

7769464 2 of 5 DI Sherbak

## ASSIGNMENT OF PARKING PROPRIETARY LEASE

This Assignment of Parking Proprietary Lease dated October 30, 1998, among Luther Village Owners Corporation, an Illinois corporation (the "Owner's Corporation"), the Lessee (as hereinafter defined) and the Assignee (as hereinafter defined).

### WITNESSETH:

WHEREAS, the Owner's Corporation is the lessor under that certain Parking Proprietary Lease dated August 1, 1994, (the "Parking Proprietary Lease") with respect to **parking space number 1-A**, (the "Parking Space") located at 1285 Luther Lane, Arlington Heights, Illinois, which Parking Space is in a building located on certain land legally described on Exhibit A attached hereto and by this reference made a part hereof;

WHEREAS, the Owner's Corporation maintains corporate books and records which show the names of the lessees from time to time under the Parking Proprietary Lease;

WHEREAS, the current Lessee desires to assign its interest under the Parking Proprietary Lease with respect to the Parking Space to the Assignee, subject to the consent of the Owner's Corporation.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) by each party in hand paid to the others and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lessee and the Assignee hereby mutually agree as follows:

This Instrument prepared by  
and after recording return to:

Permanent Tax Number:  
03-19-400-005-0000

Marian P. Wexler, Esq.  
Skadden, Arps, Slate,  
Meagher & Flom  
Suite 2100  
333 West Wacker Drive  
Chicago, IL 60606

Address of Premises:  
1285 Luther Lane  
Arlington Heights, IL 60004

**BOX 333-CTI**

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COOK COUNTY  
RECORDER  
IMPRINT  
CORRECTION  
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COOK COUNTY RECORDER  
CORRECTION  
09 APR 19 1988

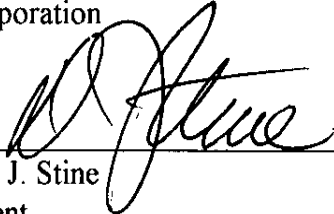
Property of Cook County Clerk's Office

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## Confirmation of Tenancy

The undersigned officer of the Owner's Corporation hereby confirms that as of October 30, 1998, the corporate books and records of the Owner's Corporation show Luther Village Phase II, L.L.C., a Delaware limited liability company, as the current lessee of the Parking Space ("Lessee") under the Parking Proprietary Lease.

LUTHER VILLAGE OWNERS CORPORATION,  
an Illinois corporation

By:   
Name: Dennis J. Stine  
Its: President

## Assignment by Lessee

For value received the undersigned Lessee hereby assigns all its right, title and interest in and to the Parking Proprietary Lease for the Parking Space to: Arthur C. Levy and Thora J. Levy, his wife, as joint tenants with right of survivorship, of the Village of Buffalo Grove, State of Illinois, subject to the written consent of the Owner's Corporation.

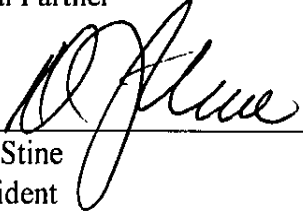
Date: October 30, 1998

LUTHER VILLAGE PHASE II, L.L.C.,  
a Delaware limited liability company

By: CHS LUTHER VILLAGE PARTNERSHIP, an  
Illinois general partnership, its Managing Member

By: CHS ARLINGTON ASSOCIATES LIMITED  
PARTNERSHIP, an Illinois limited partnership,  
a General Partner

By: CHS ARLINGTON, INC., a Delaware corporation,  
its General Partner

By:   
Name: Dennis J. Stine  
Title: Vice President

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## Acceptance by Assignee

In consideration of the above assignment and the written consent of the Owner's Corporation, Arthur C. Levy and Thora J. Levy, his wife, as joint tenants with right of survivorship, as Assignee (the "Assignee") hereby assumes and agrees to keep and perform all of the covenants, promises, conditions and agreements to be kept and performed by a lessee and to make all payments required under the Parking Proprietary Lease, from and after October 30, 1998, and agrees that no further assignment or subletting of the premises described in the Parking Proprietary Lease, or any part thereof, will be made except in the manner therein named.

Date: October 30, 1998

*Arthur C. Levy*  
\_\_\_\_\_  
Arthur C. Levy  
*Thora J. Levy, his*  
*attorney in fact*  
*Thora J. Levy*  
\_\_\_\_\_  
Thora J. Levy

## Consent to Assignment

LUTHER VILLAGE OWNERS CORPORATION, by Dennis J. Stine, its President, pursuant to authority of a resolution of its Board of Directors, hereby consents to the assignment of the Parking Proprietary Lease to the Assignee, in consideration of the covenants, promises and agreements set forth in the above assignment and acceptance and always subject to all the terms, provisions and conditions of the Parking Proprietary Lease and the Articles of Incorporation and Bylaws of Luther Village Owners Corporation.

Date: October 30, 1998

LUTHER VILLAGE OWNERS CORPORATION,  
an Illinois corporation

By: \_\_\_\_\_

Name: Dennis J. Stine

Its: President

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## EXHIBIT "A"

PAD B

THAT PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID WEST 1/2 OF THE SOUTHEAST 1/4; THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID WEST 1/2 OF THE SOUTHEAST 1/4, 32.99 FEET; THENCE EAST ALONG A LINE NORMAL TO THE LAST DESCRIBED COURSE, 40.00 FEET TO THE EAST LINE OF KENNICOTT BOULEVARD; THENCE NORTH 00°00'00" EAST ALONG SAID EAST LINE OF KENNICOTT BOULEVARD, 1149.29 FEET; THENCE SOUTH 90°00'00" EAST, 283.68 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 44°59'57" EAST 72.00 FEET; THENCE NORTH 45°00'03" EAST, 112.93 FEET; THENCE SOUTH 89°59'57" EAST, 12.83 FEET; THENCE SOUTH 44°59'57" EAST, 114.10 FEET; THENCE NORTH 45°00'03" EAST, 72.00 FEET; THENCE NORTH 44°59'57" WEST, 114.10 FEET; THENCE NORTH 00°00'03" EAST, 12.83 FEET; THENCE NORTH 45°00'03" EAST, 138.60 FEET; THENCE NORTH 44°59'57" WEST, 72.00 FEET; THENCE SOUTH 45°00'03" WEST, 129.64 FEET; THENCE NORTH 89°59'57" WEST, 25.50 FEET; THENCE NORTH 44°59'57" WEST, 129.64 FEET; THENCE SOUTH 45°00'03" WEST, 72.00 FEET; THENCE SOUTH 44°59'57" EAST, 131.76 FEET; THENCE SOUTH 00°00'03" WEST, 22.50 FEET; THENCE SOUTH 45°00'03" WEST, 106.09 FEET TO THE POINT OF BEGINNING, CONTAINING 1.021 ACRES, MORE OR LESS.

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FOR LESSEE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, Patricia J. Blencoe, notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis J. Stine, personally known to me to be the Vice President of CHS Arlington Inc., a Delaware corporation, General Partner of CHS Arlington Associates Limited Partnership, an Illinois limited partnership, General Partner of CHS Luther Village Limited Partnership, an Illinois limited partnership, Managing Member of Luther Village Phase II, L.L.C. a Delaware limited liability company, and 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 as such Vice President of said corporation he signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of Oct, 1998.



Patricia J. Blencoe  
NOTARY PUBLIC

My Commission expires:

1-10-02

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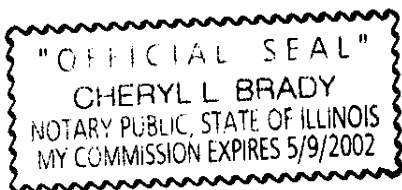
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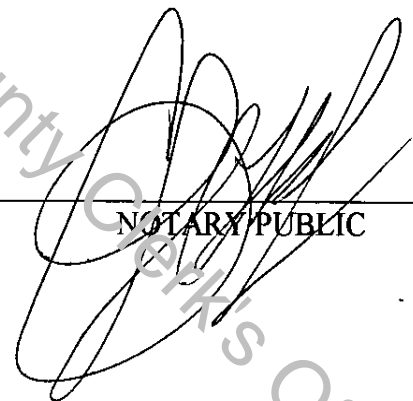
FOR ASSIGNEE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF Cook )

I, Cheryl L Brady, a notary public in and for said County, in the State of Illinois, DO HEREBY CERTIFY THAT Arthur S. Levy and Thora J. Levy personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that They signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30th day of October, 1998.



  
NOTARY PUBLIC

My Commission expires:

5/9/2002

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FOR LESSOR

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, Patricia J. Blencoe, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Dennis J. Stine, personally known to me to be the President of LUTHER VILLAGE OWNERS CORPORATION, an Illinois corporation and 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 as such President of said corporation he signed and delivered the said instrument pursuant to proper authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 30<sup>th</sup> day of Oct, 1998.



Patricia J. Blencoe  
NOTARY PUBLIC

My Commission expires:

1-10-02

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## LUTHER VILLAGE PARKING PROPRIETARY LEASE

THIS PARKING PROPRIETARY LEASE ("Lease") is made as of August 1, 1994, by an between LUTHER VILLAGE OWNERS CORPORATION, and Illinois corporation, hereinafter called the Lessor, and LUTHER VILLAGE LIMITED PARTNERSHIP, an Illinois limited partnership ("Lessee").

WHEREAS, the Lessor is the owner of a leasehold interest in certain land located in Arlington Heights, Illinois (the "Land"), pursuant to that certain ground lease (the "Ground Lease") dated as of November 8, 1989, between Lutheran Home for the Aged, Inc. as ground lessor, and Lessor, as ground lessee; and

WHEREAS, the Lessor is the owner of both a certain building in which the Unit (as hereinafter defined) is located (the "Building") and other improvements which are erected on the Land or will be erected on the Land (collectively, the "Buildings"), which Buildings and Land are part of a development known as Luther Village ("Luther Village"); and

WHEREAS, simultaneously with the execution of this Lease, Lessee has executed a certain Proprietary Lease (the "Unit Proprietary Lease") between Lessor and Lessee setting forth the rights and obligations of Lessor and Lessee with respect to a certain residential unit in the Building (the "Unit"); and

WHEREAS, the Lessee is the owner of shares of stock of the Lessor applicable to the Unit (the "Unit Shares") to which the Unit Proprietary Lease is appurtenant; and

WHEREAS, simultaneously with the execution of this Lease, Lessor will grant to Lessee 12 shares of stock of the Lessor (the "Parking Shares") applicable to the Parking Space (hereinafter defined) to which this Lease is appurtenant.

NOW, THEREFORE, in consideration of the premises, the Lessor hereby leases to the Lessee, and the Lessee hires from the Lessor, subject to the terms and conditions hereof, parking space 1-A in the Building (hereinafter referred to as the "Parking Space") for the parking of one automobile, together with an easement of ingress and egress to and from the Parking Space over all of the Land leased by Lessor under the Ground Lease (other than any portions of the Land which are or are intended to be improved with any Building) for a term from November 8, 1989 until November 7, 2088, or such later date to which the term may be extended in the event Lessor exercises its option to extend the term of the Ground Lease (unless sooner terminated as hereinafter provided).

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1. The lessee will pay the Lessor as maintenance for the Parking Space, at the same place and times as the maintenance provided for in paragraph 1(a) of the Unit Proprietary Lease, such amounts as are determined by the Board of Directors of Lessor (the "Directors") from time to time to be paid for said purpose by Lessee for the use of the Parking Space (the "Maintenance").

2. Lessee acknowledges that the Directors may adjust the Maintenance pursuant to the authority provided to the Directors pursuant to the authority provided to the Directors pursuant to the Unit Proprietary Lease and such adjustments shall be final and conclusive to the Lessee.

3. Lessee acknowledges that this Lease is for the exclusive benefit of Lessee and may not be transferred, sublet or assigned to any other party except if in accordance with the provisions governing the same in paragraphs 13 and 14 in the Unit Proprietary Lease. Lessee shall not permit other parties, including other residents of Luther Village, to use the Parking Space without the prior written permission of Lessor.

4. This Lease shall terminate at such time as Lessee no longer owns the Parking Shares, or at such time as Lessee no longer owns either the Unit Shares or shares of stock of the Lessor applicable to any other Unit in any Building owned by Lessor, or, at the election of Lessor (i) in the event Lessee fails to adhere to the rules and regulations set forth herein; (ii) in the event Lessee fails to pay the Maintenance for a period of one (1) month and fails to cure such default within ten (10) days after written notice from Lessor; or (iii) in the event of the happening of any of the events set forth in paragraph 30(a) to (i) inclusive in the Unit Proprietary Lease.

5. If Lessee fails to pay Maintenance when due, Lessee shall pay interest thereon at such rate as the Directors may determine from time to time from the date such payment shall have become due to the date of payment thereof, in addition to a late fee in the amount of five percent (5%) of such late payment.

6. The terms and provisions of the Unit Proprietary Lease are incorporated herein by reference and, to the extent applicable, all terms and provisions relating to the Unit shall be deemed to relate to the Parking Space.

7. The provisions of this Lease cannot be changed orally.

8. Lessee may not record this Lease in the public records except with the prior written approval of Lessor.

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IN WITNESS WHEREOF, the parties have executed this Lease as of the date and year first above written.

LESSOR:

LUTHER VILLAGE OWNERS CORPORATION,  
an Illinois corporation

By: \_\_\_\_\_

Name: Thomas R. Prescott  
Its: Vice President

LESSEE:

LUTHER VILLAGE LIMITED PARTNERSHIP  
an Illinois limited partnership

By: CHS Arlington Associates  
Limited Partnership  
an Illinois limited partnership,  
General Partner

By: CHS Arlington, Inc.,  
a Delaware corporation,  
General Partner

By: \_\_\_\_\_

Name: Thomas R. Prescott  
Its: Vice President

Property of Cook County Clerk's Office

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