

# UNOFFICIAL COPY



Doc#: 0806715098 Fee: \$48.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/07/2008 02:15 PM Pg: 1 of 7

This document prepared by:  
*Maul To*  
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St. Louis, Missouri 63101

Parcel ID Number:  
09-32-201-040

8436048 F1

## ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE

THIS ASSIGNMENT AND ASSUMPTION OF REAL PROPERTY LEASE (the "Assignment") is made and entered into as of the 13<sup>th</sup> day of February, 2008 ("Effective Date") by and between SWEET TRADITIONS OF ILLINOIS, L.L.C., an Illinois limited liability company ("Assignor") and HOT LIGHT BRANDS, LLC, a Delaware limited liability company, whose address is 11780 Manchester Road, Suite 207, St. Louis, MO 63131 ("Assignee").

WITNESSETH:

WHEREAS, Assignor has previously entered into a ground lease described as follows and by this reference made a part hereof:

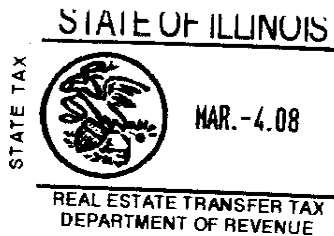
Ground Lease between LEVINE INVESTMENTS LIMITED PARTNERSHIP, as Landlord, and SWEET TRADITIONS OF ILLINOIS, L.L.C., as Tenant, dated October 22, 2004, which was recorded November 15, 2005 as Document 0432033097 in the records of Cook County, Illinois, for the real property legally described on Exhibit A attached hereto and incorporated herein by reference, and commonly described as 7050 N. Mannheim Road, Village of Rosemont, Cook County, Illinois 60018 (the "Ground Lease").

WHEREAS, Assignor desires to convey and transfer to Assignee, and Assignee to assume, among other assets, all of Assignor's right, title and interest, as grantee, tenant, lessee, or successor in interest to any of the before mentioned, as the case may be (in each case, as the "Interested Party") in, to and under the Ground Lease, together with all easements, licenses, covenants, agreements, rights, privileges, tenements, hereditaments and appurtenances belonging or appertaining thereto (collectively, the "Lease").

7 PGS

Exempt under provisions of paragraph I, Section 4, Real Estate Transfer Tax Act.

Box 334



STATE TAX	REAL ESTATE TRANSFER TAX
0000000250	0010300
	FP 102808

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**WHEREAS**, on September 4, 2007, Assignor filed a voluntary petition for reorganization under Chapter 11 of the U.S. Bankruptcy Code (the "Bankruptcy Code") in the U.S. Bankruptcy Court for the Eastern District of Missouri (the "Bankruptcy Court");

**WHEREAS**, on February 7, 2008, the Bankruptcy Court entered an order, Case No. 07-45787-659, that, *inter alia*, approved the Assignor's assumption of the Lease and the assignment of the Lease to Assignee;

**WHEREAS**, Assignor and Assignee have entered into this Assignment and as evidence of such conveyance to and assumption by Assignee.

**NOW, THEREFORE**, in consideration of the foregoing premises and the respective agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Lease. Assignor does hereby sell, assign, transfer, convey and deliver unto Assignee, its successors and assigns, all of its right, title and interest as Interested Party, in, to and under the Lease from and after the Effective Date, which right, title, and interest is subject to and the existing mortgage lien of Allied Capital Corporation recorded as Document number 0623343253 of the Official Records of Cook County, Illinois (the "Allied Mortgage Lien").

2. Assumption of Lease. Assignee hereby accepts such assignment of the Lease and agrees, from and after the Effective Date, to assume and be liable for, and shall pay, perform and discharge, all of the obligations of Assignor under the Lease and to be liable for and pay and perform all of the covenants, terms, and agreements to be performed by the Assignor under the Lease.

3. No Liability. Pursuant to Section 363(k) of the Bankruptcy Code, the Assignor shall have no further liability for any breach of the Lease occurring after the Effective Date.

4. Capitalization. Capitalized terms which are used but not defined in this Assignment shall have the meaning ascribed to such terms in the Lease Agreement.

5. Successor and Assigns. This Assignment and the terms, covenants, provisions and conditions hereof shall be binding upon, and shall inure to the benefit of, the respective heirs, successors and assigns of the parties hereto.

6. Modification. This Assignment may not be amended or modified in any manner except by a written agreement executed by each of the parties hereto.

7. Governing Law. This Assignment and the respective rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to its conflicts of laws provisions.

8. Severability. If any provision of this Assignment is held to be invalid or unenforceable, then, to the extent that such invalidity or unenforceability shall not deprive either party of any material benefit intended to be provided by this Assignment, the remaining

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provisions of this Assignment shall remain in full force and effect and shall be binding upon the parties hereto.

9. Captions. The captions of this Assignment are for convenience of reference only and do not in any way limit or amplify the terms hereof.

10. Counterparts. This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which shall together constitute one and the same agreement.

11. Rights Conferred. Nothing in this Assignment is intended to confer upon any other person except Assignee and Assignor any rights or remedies hereunder or shall create any third party beneficiary rights in any person.

12. Transfer Tax Exemption. This conveyance is exempt under the Cook County Real Property Tax Ordinance by Section 7, Paragraph I of the ordinance, which exempts transfers between a subsidiary corporation and its parent, or between subsidiary corporations of a common parent either pursuant to a plan of merger or consolidation, or pursuant to an agreement providing for the sale of substantially all of the seller's assets, from being subject to real estate transfer tax by Cook County.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the date first above written.

ASSIGNOR:

SWEET TRADITIONS OF ILLINOIS, L.L.C.

By: Sweet Traditions, L.L.C., its sole member

By: Sweet Traditions, Inc., a Delaware corporation, its sole member

By: *Laura Schlegel*  
Name: Laura Schlegel  
Title: President

STATE OF MISSOURI )  
CITY ) SS  
COUNTY OF SAINT LOUIS )

I, PAT SERTL, a notary public in and for said CITY in the State aforesaid, DO HEREBY CERTIFY THAT Laura Schlegel, the President of Sweet Traditions, L.L.C., the sole member of SWEET TRADITIONS OF ILLINOIS, 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/she signed and delivered the said instrument as his/her own free act and deed as PRESIDENT of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the CITY and State aforesaid, this 13th day of February, 2008.

*Pat Sertl*  
Notary Public

My commission expires: 8-28-2010

**PAT SERTL**  
Notary Public - Notary Seal  
STATE OF MISSOURI  
St. Louis City  
My Commission Expires: August 28, 2010  
Commission # 06428786



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## EXHIBIT A

### Legal Description

Permanent Index Number (P.I.N.): 09-32-201-040

Property Address: 7050 N. Mannheim Road, Village of Rosemont, Cook County, Illinois 60018.

PARCEL 1:

LOT 4 IN ROSEMONT MARKETPLACE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS .

PARCEL 2:

A. NON-EXCLUSIVE EASEMENT INCLUDING BUT NOT LIMITED TO INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1, AS CREATED AND DESCRIBED IN THE OPERATION AND EASEMENT AGREEMENT DATED OCTOBER 19, 2000 AND RECORDED OCTOBER 24, 2000 AS DOCUMENT 00834791 BY AND BETWEEN TARGET CORPORATION, A MINNESOTA CORPORATION AND RYAN COMPANIES US, INC., A MINNESOTA CORPORATION AND AMENDED BY FIRST AMENDMENT TO OPERATION AND EASEMENT AGREEMENT RECORDED APRIL 6, 2003 AS DOCUMENT 0010278524 AND AS SECOND AMENDMENT RECORDED APRIL 15, - 2004 AS DOCUMENT N07MSER 0410642310 OVER THE FOLLOWING DESCRIBED LAND:

LOT 1 IN ROSEMONT MARKETPLACE, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE VILLAGE OF ROSEMONT, COOK COUNTY, ILLINOIS.

PARCEL 3:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY AMENDED AND RESTATED EASEMENT AGREEMENT DATED AUGUST 12, 1999 AND RECORDED SEPTEMBER 8, 1999 AS DOCUMENT 99853687 BY AND BETWEEN FUJISAWA HEALTHCARE , INC., A DELAWARE CORPORATION, INNSKEEPER RI GENERAL, L.P. , A VIRGINIA LIMITED PARTNERSHIP AND STEAK N' SHAKE, AN INDIANA CORPORATION FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS AND ACCESS OVER THE FOLLOWING DESCRIBED LAND:

THE EAST 13.00 FEET (MEASURED AT RIGHT ANGLES) OF LOT 3 IN ROSEMONT CENTER COMMERCIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1997 AS DOCUMENT 97189092, IN COOK COUNTY ILLINOIS.

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## EXHIBIT A (Continued)

### Legal Description (Continued)

PARCEL 4:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1, AS CREATED BY EASEMENT AGREEMENT DATED OCTOBER 19, 2000 AND RECORDED OCTOBER 24, 2000 AS DOCUMENT 00834788 BY AND AMONG STEAK N` SHAKE, INC., AN INDIANA CORPORATION, RYAN COMPANIES US, INC., A MINNESOTA CORPORATION AND TARGET CORPORATION, A MINNESOTA CORPORATION FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR ACCESS OVER THE, FOLLOWING DESCRIBED LAND:

THE EAST 13.00 FEET (MEASURED AT RIGHT ANGLES) OF LOT 3 IN ROSEMONT CENTER COMMERCIAL DEVELOPMENT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 19, 1997 AS DOCUMENT 97189092 IN COOK COUNTY ILLINOIS.