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Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 03/12/2008 04:41 PM Pg: 1 of 9

COOK COUNTY RECORDING

DEED

MORTGAGE

ASSIGNMENT

POWER OF ATTORNEY

RELEASE

SUBORDINATION AGREEMENT

OTHER

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J. Fogar  
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RECORDING REQUESTED BY )  
 WHEN RECORDED MAIL TO: )  
 )  
 Gemini Tinley Park S, LLC )  
 16740 Birkdale Commons Parkway, Suite 301 )  
 Huntersville, NC 28078 )  
 Attn: Dante A. Massaro )

Above Space for Recorder's Use

## ASSIGNMENT AND ASSUMPTION OF AGREEMENTS

(Tinley Park LA Fitness)

This ASSIGNMENT AND ASSUMPTION OF AGREEMENTS ("Agreement") is made and effective as of the date that New Tenant in Common (as defined below) acquires an interest in the Project (the "Effective Date"), by and between Gemini Tinley Park S, LLC, a Delaware limited liability company ("Gemini"), and the party listed on Exhibit A attached hereto and incorporated herein ("New Tenant in Common"), with reference to the facts set forth below.

### RECITALS

A. Gemini and certain other parties (the "Tenants in Common") entered into a Tenants in Common Agreement dated Jan. 25, 2008, and recorded in the Official Records of Cook County as instrument number 0503041045, (the "Tenants in Common Agreement"), with respect to certain real property and improvements, as more particularly described in Exhibit B attached hereto and incorporated herein (the "Project").

B. The Tenants in Common entered into a Property Management Agreement with Gemini Property Management, LLC, a Delaware limited liability company (the "Property Manager"), dated Jan. 25, 2008 (the "Management Agreement"), with respect to the Project.

C. Concurrently herewith, Gemini is conveying to the New Tenant in Common a 3.653% undivided tenant in common interest in the Project (the "Interest"). Pursuant to Section 7 of the Tenants in Common Agreement and Section 13.1 of the Management Agreement, Gemini desires to assign to the New Tenant in Common, and the New Tenant in Common desires to assume, Gemini's rights and obligations under the Tenants in Common Agreement and Management Agreement with respect to the Interest.

D. The Tenants in Common Agreement defines the Initial Loan made by Greenwich Capital Financial Products, Inc., as predecessor-in-interest to LaSalle Bank National Association, as trustee for the registered holders of Greenwich Capital Commercial Funding Corp., Commercial Mortgage Trust 2007-GG11, Commercial Mortgage Pass-Through Certificates, Series 2007-GG11 (it, together with its successors and assigns, the "Lender"), and the New Tenant in Common is executing other documents relating thereto as the Lender may require.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below.

1. Assignment and Assumption. Pursuant to Section 7 of the Tenants in Common Agreement and Section 13.1 of the Management Agreement, Gemini hereby assigns to the New Tenant in Common, and the New Tenant in Common hereby assumes, Gemini's rights and obligations under the Tenants in Common Agreement and the Management Agreement with respect to the Interest, and the New Tenant in Common takes such Interest subject to all of Gemini's obligations and liabilities under the Tenants in Common Agreement and the Management Agreement. The parties acknowledge and agree that the New Tenant in Common is a Successor (as defined in the Tenants in Common Agreement) and a Successor Tenant in Common (as defined in the Management Agreement) and that the Tenants in Common Agreement and the Management Agreement are binding upon the New Tenant in

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Common and that the New Tenant in Common is conclusively deemed to have consented and agreed to every restriction, provision, covenant, right and limitation contained in the Tenants in Common Agreement and in the Management Agreement, as if the New Tenant in Common was a Tenant in Common initially executing such Tenants in Common Agreement and Management Agreement.

2. Other Agreements. The New Tenant in Common acknowledges that it has reviewed the Tenants in Common Agreement and the Management Agreement and agrees to be bound by such documents. Further, the New Tenant in Common hereby makes all of the representations and warranties in the Tenants in Common Agreement and the Management Agreement and agrees to the terms and conditions in the Tenants in Common Agreement and the Management Agreement.

3. Miscellaneous.

3.1 Attorneys' Fees. If any action or proceeding is instituted between Gemini and the New Tenant in Common arising from or related to or with this Agreement, the prevailing party in such action or arbitration shall be entitled to recover from the other party all of its costs of action or arbitration, including, without limitation, attorneys' fees and costs as fixed by the court or arbitrator therein.

3.2 Entire Agreement. This Agreement, together with the agreements relating to the purchase of the Interest, constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein.

3.3 Governing Law. This Agreement shall be governed by and construed under the internal laws of the State of Illinois without regard to choice of law rules.

3.4 Venue. Any action relating to or arising out of this Agreement shall be brought only in New York, New York.

3.5 Modification. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

3.6 Successors and Assigns. All provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors-in-interest, assigns, and legal representatives of the parties hereto.

3.7 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall be deemed one fully executed original.

3.8 Severability. If any portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in full force and effect to the fullest extent permissible by law.

3.9 Applicable Securities Laws. THE SECURITIES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY STATE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF ANY DISCLOSURE MADE IN CONNECTION THEREWITH. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THE SECURITIES OFFERED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM.

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3.10 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

3.11 Third Party Beneficiaries. The Tenants in Common, the Property Manager and, so long as any of the obligations under the Initial Loan remain outstanding and not paid in full, Lender are expressly intended to be third party beneficiaries of this Agreement and will have the right to enforce the obligations of the New Tenant in Common hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

GEMINI:

GEMINI TINLEY PARK S, LLC, a Delaware limited liability company

By: *William T. Obeid*  
William T. Obeid, President

STATE OF NY

COUNTY OF NEW YORK

On FEB 26, 2008, before me, JENNA PARKER, Notary Public, personally appeared WILLIAM T. OBEID, who 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 upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of NY that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Jenna Parker*  
Signature of Notary Public

Place Notary Seal Above

**JENNA PARKER**  
Notary Public, State of New York  
NO. 01PA6174708  
Qualified in Queens County  
Term Expires September 24, 2011

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NEW TENANT IN COMMON:

GEMINI TINLEY PARK 14, LLC, a Delaware limited liability company

By: *Andrew G. Johnson*  
Andrew G. Johnson, its sole member

STATE OF FL)

COUNTY OF Collier)

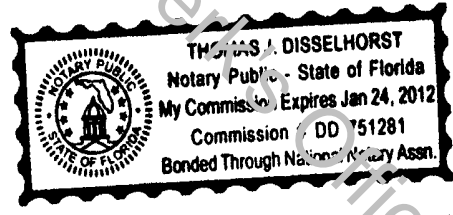
On Feb 22, 2008, before me, Thomas A Disselhorst, Notary Public, personally appeared Andrew G Johnson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of FL that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Thomas A Disselhorst*  
Signature of Notary Public

Place Notary Seal Above

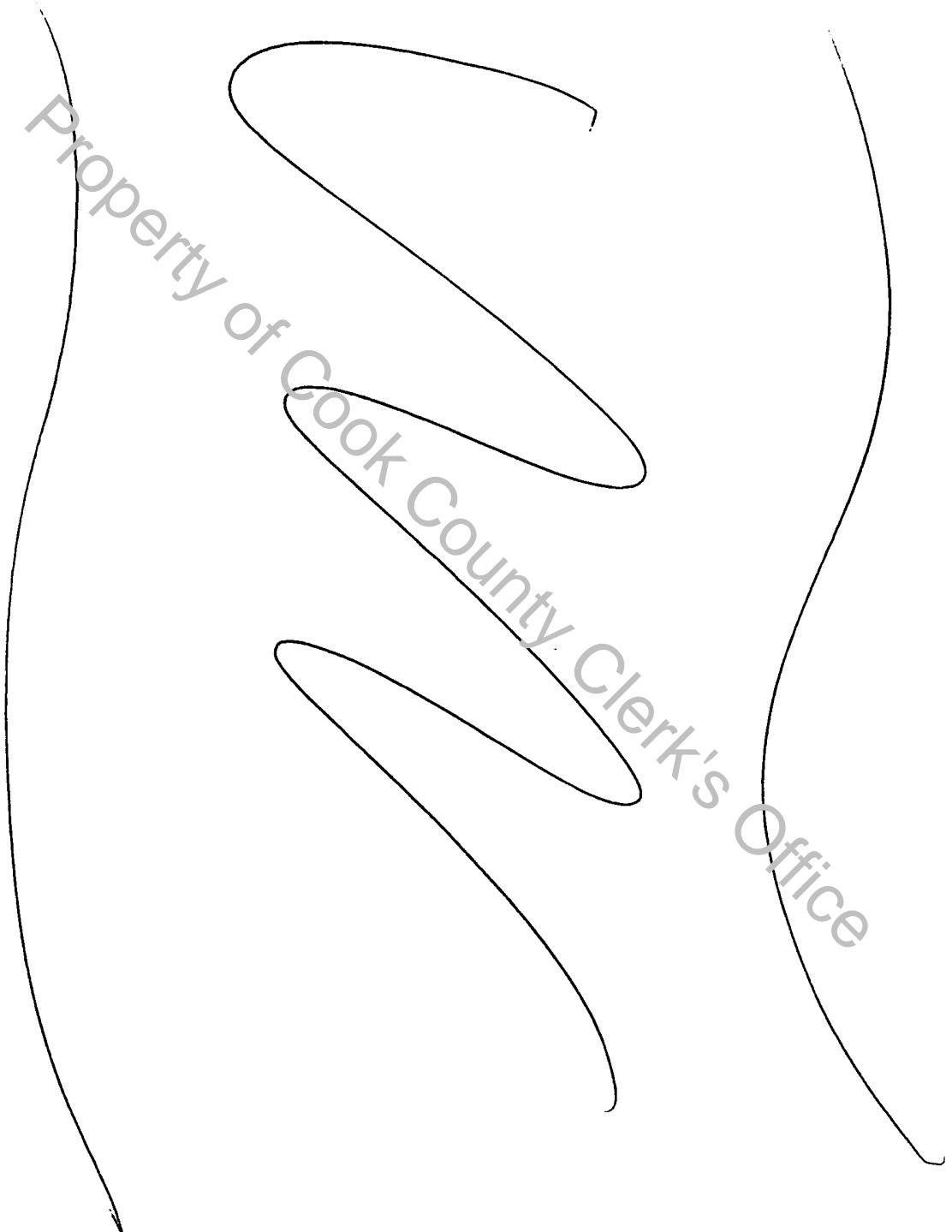


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## EXHIBITS

Exhibit A      New Tenant in Common

Exhibit B      Description of the Project

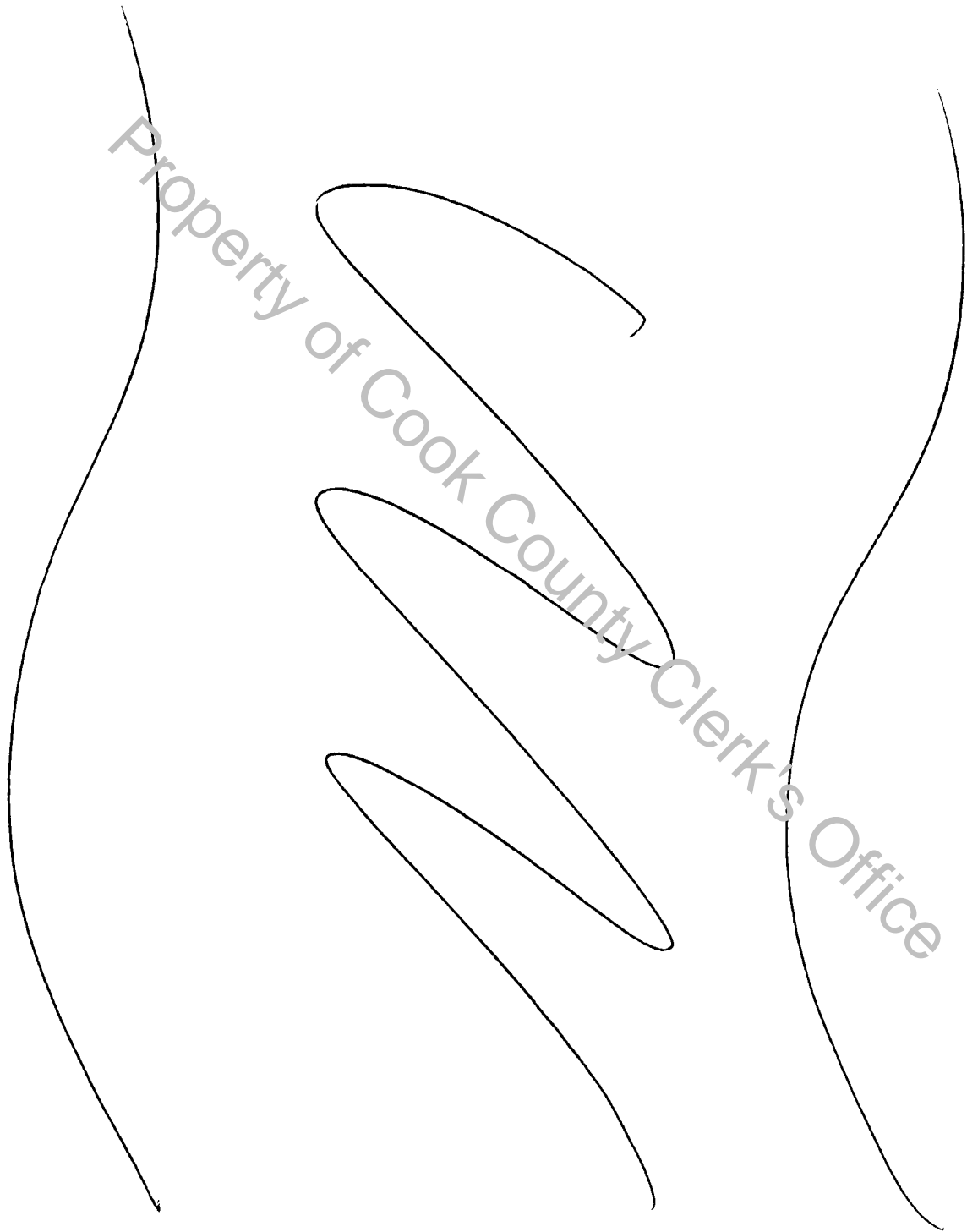


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EXHIBIT A

NEW TENANT IN COMMON

Gemini Tinley Park 14, LLC



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## EXHIBIT B

### DESCRIPTION OF THE PROJECT





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## EXHIBIT "A"

### Legal Description

#### PARCEL 1:

LOT 1 EXCEPT THE NORTH 238.10 FEET, (AS MEASURED ALONG THE NORTHERN MOST WEST LINE OF SAID LOT 1) IN MILLENNIUM LAKES SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 1 ALSO KNOWN AS:

THAT PART OF LOT 1 IN MILLENNIUM LAKES SUBDIVISION, RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587379, IN THE NORTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE IN TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 03°58'31" WEST 39.14 FEET ALONG THE SOUTHERNMOST WESTERLY LINE OF SAID LOT 1, TO A BEND IN SAID SOUTHERNMOST WESTERLY LINE OF LOT 1; THENCE NORTH 04°01'56" WEST 514.58 FEET ALONG THE SOUTHERNMOST WESTERLY LINE OF SAID LOT 1, TO THE WESTERNMOST NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 88°52'50" EAST 395.77 FEET ALONG THE SOUTHERNMOST NORTH LINE OF SAID LOT 1, TO THE NORTHERNMOST WEST LINE OF SAID LOT 1; THENCE NORTH 01°10'50" WEST 21.90 FEET ALONG SAID NORTHERNMOST WEST LINE OF LOT 1, TO THE SOUTH LINE OF THE NORTH 238.10 FEET OF SAID LOT 1 (AS MEASURED ALONG SAID NORTHERNMOST WEST LINE OF LOT 1); THENCE NORTH 88°52'50" EAST 237.14 FEET ALONG SAID SOUTH LINE, TO A POINT ON THE EASTERLY LINE OF SAID LOT 1, BEING THE WESTERLY LINE OF CONVENTION CENTER DRIVE PER THE PLAT OF DEDICATION RECORDED JUNE 18, 1999 AS DOCUMENT NUMBER 99587380; THENCE SOUTHWESTERLY 40.56 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND THE WESTERLY LINE OF CONVENTION CENTER DRIVE, BEING THE ARC OF A CIRCLE, CONVEX SOUTHEASTERLY, HAVING A RADIUS OF 210.00 FEET AND A CHORD BEARING OF SOUTH 44°19'35" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 49°51'34" WEST 119.41 FEET ALONG SAID EASTERLY LINE OF LOT 1, TO A POINT OF CURVE; THENCE SOUTHERLY 253.58 FEET ALONG THE ARC OF A CIRCLE, CONVEX WESTERLY, HAVING A RADIUS OF 285.00 FEET AND A CHORD BEARING OF SOUTH 24°22'12" WEST, TO A POINT OF TANGENCY; THENCE SOUTH 01°07'10" EAST 249.89 FEET ALONG SAID EASTERLY LINE OF LOT 1 AND THE WESTERLY LINE OF CONVENTION CENTER DRIVE, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 88°52'50" WEST 377.60 FEET ALONG THE SOUTH LINE OF SAID LOT 1, TO THE HEREIN DESIGNATED POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AGREEMENT DATED OCTOBER 1, 2006 AND RECORDED DECEMBER 13, 2006 AS DOCUMENT 0634742121 FROM MADISON HOMES PARTNERSHIP, LLC, TO GEMINI TINLEY PARK, LLC FOR THE PURPOSE OF INGRESS AND EGRESS OVER, UPON AND ACROSS THE DRIVEWAYS OVER THE FOLLOWING DESCRIBED LAND:

THAT PORTION OF THE FOLLOWING DESCRIBED LAND DEPICTED ON EXHIBIT D OF SAID DOCUMENT:

THE NORTH 238.10 FEET OF LOT 1 (AS MEASURED ALONG THE NORTHERNMOST WEST LINE OF SAID LOT 1) IN MILLIENIUM LAKES SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 6, NORTH OF THE INDIAN BOUNDARY LINE, IN TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING THEREFROM THAT PART DEDICATED FOR PUBLIC STREET PER DOCUMENT NUMBER 0334319089), IN COOK COUNTY, ILLINOIS.