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FIRST AMERICAN TITLE

ORDER #

1789260



0820405242

Doc#: 0820405242 Fee: \$46.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/22/2008 02:34 PM Pg: 1 of 6

Prepared by:

Gregg H. Fierman, Esq.  
McDermott Will & Emery LLP  
201 South Biscayne Boulevard  
Suite 2200  
Miami, Florida 33131

After Recording Returned to:

LAW OFFICE ERDOS & ASSOC  
4730 N. LEANINGTON  
CHICAGO, ILL 60630

## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease (the "Assignment"), dated as of June 11, 2008 (the "Effective Date"), is by and between TRADE MART ASSOCIATES, LTD., A LIMITED PARTNERSHIP, a North Carolina limited partnership ("Assignor"), and MERIT PROPERTY PARTNERS LLC, an Illinois limited liability company ("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 thereunder, subject to the rights of the lessees 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

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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, 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 pages to follow]

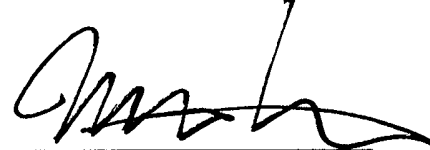
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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date set forth above.

ASSIGNOR:

TRADE MART ASSOCIATES, LTD.,  
A LIMITED PARTNERSHIP


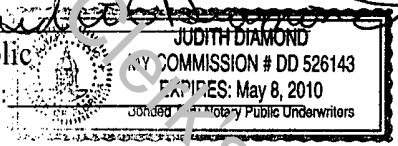
By: Trade Mart, Inc., Its General Partner

By:   
Name: Jeff Schottenstein  
Its: President

Property of Cook County Clerk's Office

STATE OF FLORIDA )  
  ) ss:  
COUNTY OF MIAMI-DADE )

This instrument was acknowledged and executed before me this 10<sup>th</sup> day of June, 2008, by Jeffrey Schottenstein, as the President of Trade Mart, Inc., the general partner of TRADE MART ASSOCIATES, LTD., A LIMITED PARTNERSHIP, a North Carolina limited partnership, on behalf of such entity. He is personally known to me or provided \_\_\_\_\_ as identification.

  
Notary Public   
Print Name: JUDITH DIAMOND  
COMMISSION # DD 526143  
EXPIRES: May 8, 2010  
Notary Public Underwriters  
My Commission Expires: \_\_\_\_\_

Cook County Clerk's Office

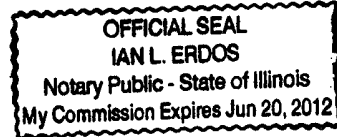
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ASSIGNEE:

MERIT PROPERTY PARTNERS LLC, an Illinois limited liability company

By: *Bhupen Patel*  
BHUPEN PATEL, as Manager

STATE OF ILL. )  
 ) SS:  
COUNTY OF Cook )



This instrument was acknowledged and executed before me this 11 day of June, 2008, by BHUPEN PATEL, as Manager of Merit Property Partners LLC, an Illinois limited liability company. He is personally known to me or provided Personally Known as identification.

*Ian L. Erdos*  
Notary Public

Print Name: IAN L. ERDOS

My Commission Expires: 6-20-2012

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## EXHIBIT A TO ASSIGNMENT AND ASSUMPTION OF LEASE

### Lease Description

**LANDLORD:**

TRADE MART ASSOCIATES, LTD.,  
A LIMITED PARTNERSHIP  
800 Brickell Ave.  
Suite 1111  
Miami, FL 33131

**TENANT:**

Walgreen Co.  
200 Wilmot Road  
Deerfield, IL 60015

**DATE:**

August 16, 2006

**PREMISES:**

11349 W. 159<sup>th</sup> Street, Orland Park, Illinois

**TERM:**

Commencing on July 30, 2007  
and ending on July 31, 2082.

**AMENDMENTS:**

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

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## EXHIBIT B TO ASSIGNMENT AND ASSUMPTION OF LEASE

### Property 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 P.O.W. LINE OF 159TH STREET PER DOCUMENT NO. 10909320) AND (EXCEPT LOTS 1, 2 AND 3 AND AN 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.

Address: 11349 W. 159th Street, Orland Park, Illinois

PIN #s: 27-19-201-017-0000  
27-19-201-016-0000