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0830818028

Doc#: 0830818028 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/03/2008 12:37 PM Pg: 1 of 7

Prepared by:
When Recorded, Return to:
Heather J. Rose
Erickson-Papanek-Peterson-Erickson
1625 Shermer Road
Northbrook, IL 60062

ASSIGNMENT AND ASSUMPTION AGREEMENT FOR GROUND LEASE and
MORTGAGE

M99037707 NK

Ticor Title Insurance

BOX 15

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ASSIGNMENT AND ASSUMPTION AGREEMENT FOR GROUND LEASE and MORTGAGE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT FOR GROUND LEASE and MORTGAGE (the "**Assignment**") is made as of the 30th day of October, 2008 between COVENANT RETIREMENT COMMUNITIES, INC., an Illinois not for profit corporation, ("**Assignor**") and SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation, ("**Assignee**").

Simultaneously with the execution of this Assignment, Assignor is transferring to Assignee fee simple title to that certain real property located in the City of Chicago, County of Cook, State of Illinois, more particularly described in Exhibit "A" attached hereto (the "**Property**"). In connection with Assignor's transfer of the Property to Assignee, Assignor hereby assigns, transfers, sets over and conveys to Assignee all of Assignor's right, title and interest, and obligations to and under the following instruments (together the "Instruments"):

- 1) Leasehold estate created by the indenture of lease dated April 1, 2002 (the "Ground Lease") between Covenant Retirement Communities, Inc. as Lessor and Life Center on the Green, Inc. as Lessee, a memorandum of which was recorded June 3, 2002 as Document No. 0020619890. Said Lease demises the following described land for a term which begins April 1, 2002 and "continues for 40 years thereafter"

That part of Block 1 lying North of the North line of vacated Winona Street, in Jackson's subdivision of the Southeast $\frac{1}{4}$ of Section 11 and the Southwest $\frac{1}{4}$ of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point 151.48 feet North of vacated Winona Street and 225.00 feet East of the West line of Block 1; Thence West, along the North line of the South 151.48 feet of the South 171.00 feet North of vacated Winona Street, a distance of 18.00 feet; Thence Southwesterly, along a line starting at a point on the East line of the West 207.00 feet of Block 1 and 151.48 feet North of vacated Winona Street to a point on the West line of the East 117.40 feet of the West 284.90 feet, also being the West 167.00 feet, of Block 1 and 111.00 feet North of vacated Winona Street, a distance of 56.52 feet; Thence North, along the West line of the East 117.40 feet of the West 284.90 feet, also being the West 167.00 feet, of Block 1, a distance of 60.00 feet to the North line of the South 171.00 feet North of vacated Winona Street; Thence East, along the North line of the South 171.00 feet north of vacated Winona Street, a distance of 58.00 feet; Thence South, along the West line of the East 58.00 feet of the West 225.00 feet of Block 1, a distance of 19.52 feet to the point of beginning.

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2) Mortgage dated April 1, 2002 (the "NCP Mortgage") and recorded June 3, 2002 as Document No. 0020619889 made by Covenant Retirement Communities, Inc. to National Covenant Properties to secure a note executed by Life Center on the Green, Inc. for \$6,300,000.

Affects that part of Block 1 lying North of the North line of vacated Winona Street, in Jackson's subdivision of the Southeast $\frac{1}{4}$ of Section 11 and the Southwest $\frac{1}{4}$ of Section 12, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at a point 151.48 feet North of vacated Winona Street and 225.00 feet East of the West line of Block 1; Thence West, along the North line of the South 151.48 feet of the South 171.00 feet North of vacated Winona Street, a distance of 18.00 feet; Thence Southwesterly, along a line starting at a point on the East line of the West 207.00 feet of Block 1 and 151.48 feet North of vacated Winona Street to a point on the West line of the East 117.40 feet of the West 284.90 feet, also being the West 167.00 feet, of Block 1 and 111.00 feet North of vacated Winona Street, a distance of 56.52 feet; Thence North, along the West line of the East 117.40 feet of the West 284.90 feet, also being the West 167.00 feet, of Block 1, a distance of 60.00 feet to the North line of the South 171.00 feet North of vacated Winona Street; Thence East, along the North line of the South 171.00 feet north of vacated Winona Street, a distance of 58.00 feet; Thence South, along the West line of the East 58.00 feet of the West 225.00 feet of Block 1, a distance of 19.52 feet to the point of beginning.

Assignee does hereby assume all rights, obligations and responsibilities arising under the Ground Lease and the NCP Mortgage from and after the date hereof. Assignee agrees to indemnify, protect, defend and hold Assignor harmless from and against any and all liabilities, losses, costs, damages and expenses (including reasonable attorneys' fees) directly or indirectly arising out of or related to any breach or default in Assignee's obligations hereunder.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment may be executed in three or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR: COVENANT RETIREMENT COMMUNITIES, INC., an Illinois not for profit corporation

By: Rick K. Fisk
Its: President

Attest: _____
Its: _____

ASSIGNEE: SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation

By: _____
Its: _____

Attest: _____
Its: _____

CONSENT

National Covenant Properties, the mortgagee under the Mortgage (defined in the foregoing), hereby consents to this Assignment and Assumption Agreement for Ground Lease and Mortgage, and releases Assignor from any further obligations under the Mortgage.

NATIONAL COVENANT PROPERTIES

By: _____
Its: President

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IN WITNESS WHEREOF, Assignor and Assignee have each executed this Assignment as of the date first written above.

ASSIGNOR: COVENANT RETIREMENT COMMUNITIES, INC., an Illinois not for profit corporation

By: _____
Its: _____

Attest: _____
Its: _____

ASSIGNEE: SWEDISH COVENANT HOSPITAL, an Illinois not for profit corporation

By: Uarda Javton
Its: President + CEO

Attest: _____
Its: _____

CONSENT

National Covenant Properties, the mortgagee under the Mortgage (defined in the foregoing), hereby consents to this Assignment and Assumption Agreement for Ground Lease and Mortgage, and releases Assignor from any further obligations under the Mortgage.

NATIONAL COVENANT PROPERTIES

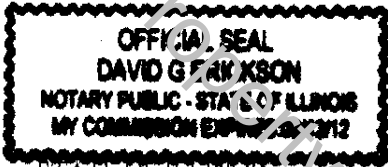
By: [Signature]
Its: President

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that RICK FISK as PRESIDENT of COVENANT RETIREMENT COMMUNITIES, INC., 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 severally acknowledged that as such PRESIDENT he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given to 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 official seal this 30th day of October, 2008.



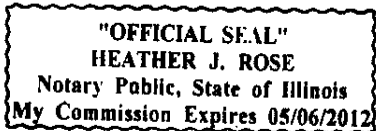
David Eriksson

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that MARK NEWTON as PRESIDENT and CHIEF EXECUTIVE OFFICER of SWEDISH COVENANT HOSPITAL, 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 severally acknowledged that as such PRESIDENT and CHIEF EXECUTIVE OFFICER he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given to 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 official seal this 30th day of October, 2008.



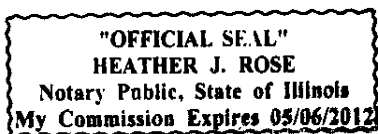
Heather J. Rose

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that STEPHEN R. DAWSON as PRESIDENT of NATIONAL COVENANT PROPERTIES, 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 severally acknowledged that as such PRESIDENT he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given to 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 official seal this 30th day of October, 2008.



Heather J. Rose

Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

THE SOUTH 63 FEET OF THE EAST 147.90 FEET OF THE WEST 284.90 FEET;

TOGETHER WITH THE NORTH 88.48 FEET OF THE SOUTH 151.48 FEET OF THE EAST 117.90 FEET OF THE WEST 284.90 FEET;

TOGETHER WITH THE NORTH 19.52 FEET OF THE SOUTH 171 FEET OF THE EAST 58 FEET OF THE WEST 225 FEET;

OF THAT PART OF BLOCK 1 LYING NORTH OF THE NORTH LINE OF VACATED WEST WINONA STREET (60 FEET WIDE, AS VACATED BY ORDINANCE RECORDED MARCH 4, 1977 AS DOCUMENT NO. 23839990) IN JACKSON'S SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 11 AND THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 5115 North Francisco Avenue, Chicago, Illinois 60625

Permanent Index No: 13-12-306-010-0000

Cook County Clerk's Office