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Doc#: 0930629001 Fee: \$44.00
Eugene "Gene" Moore HHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/02/2009 10:14 AM Pg: 1 of 5

Property of Cook County Clerk's Office

ASSIGNMENT OF LEASES

AMONG

HIGGINS ROAD, LLC

AND

EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C.

This instrument was prepared by:
Heather J. Rose
Erickson Papanek Peterson Rose
1625 Shermer Road
Northbrook, Illinois 60062

After Recording Mail To:
Heather J. Rose
Erickson Papanek Peterson Rose
1625 Shermer Road
Northbrook, Illinois 60062

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ASSIGNMENT OF LEASES

THIS ASSIGNMENT dated as of the 10th day of September, 2009 is between HIGGINS ROAD, LLC, an Illinois limited liability company, (the "Assignor") and EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C., an Illinois limited liability company (the "Assignee").

RECITALS

WHEREAS Assignee has agreed to purchase from Assignor the lands and premises commonly known as 8303 West Higgins Road, Chicago, Illinois 60631, and more particularly described on Exhibit A, attached hereto and made a part hereof (the "Property");

WHEREAS, a portion of the Property is leased to BANK OF AMERICA, N.A., a national banking association, successor in interest to LASALLE BANK NATIONAL ASSOCIATION, (the "Tenant") pursuant to a Retail Branch Bank Lease Agreement dated December 28, 2006 between Tenant as Tenant and Assignor as Landlord, a Memorandum of which Retail Lease was recorded January 2, 2007 as Document No. 0700233223 in the Cook County Recorder's Office, as amended by that certain First Amendment to Retail Branch Bank Lease effective as of September 10, 2009 between Tenant and Assignor (the "Retail Lease");

WHEREAS, an additional portion of the Property is leased to Tenant pursuant to an Office Lease Agreement dated December 28, 2006 between Tenant as Tenant and Assignor as Landlord, a Memorandum of which Office Lease was recorded January 2, 2007 as Document No. 0700233224 in the Cook County Recorder's Office, as amended by that certain First Amendment to Office Lease effective September 10, 2009 between Tenant and Assignor (the "Office Lease"; together with the Retail Lease, the "Leases");

WHEREAS, the Assignee has agreed to accept the Leases

NOW, THEREFORE, THIS AGREEMENT WITNESSES that in consideration of other good and valuable consideration and the sum of Ten and NO/100 Dollars (\$10.00) now paid by Assignor to Assignee, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby grants, transfers, conveys, assigns and sets over to the Assignee its entire right, title, interest and estate in and to the Leases and the rents and all other amounts payable thereunder and all other benefits and advantages to be derived therefrom, to have and to hold unto the Assignee for and during the remainder of the term of the Leases.

2. The parties agree that this Assignment shall become effective as of the date hereof.

3. The covenants and agreements herein contained shall be binding upon and enure to the benefit of the heirs, executors, administrator, successors and assigns of each of the parties hereto.

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4. The Assignor covenants that the Leases are in full force and effect, have been amended only as set forth herein, and that there is no material default by the parties thereunder.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date referred to above.

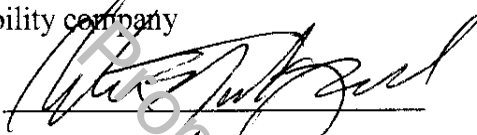
ASSIGNOR:

ASSIGNEE:

HIGGINS ROAD, LLC, an Illinois limited liability company

EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C., an Illinois limited liability company

By

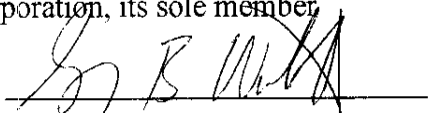


Its



By THE EVANGELICAL COVENANT CHURCH, an Illinois not for profit corporation, its sole member

By



Its



PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

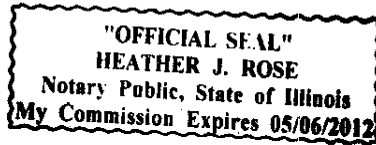
The foregoing instrument was acknowledged before me this 10th day of September, 2009, by CHARLES MARKOPOULOS, the MANAGER, of HIGGINS ROAD, LLC, on behalf of said limited liability company.



Notary Public

My commission expires:

(SEAL)



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

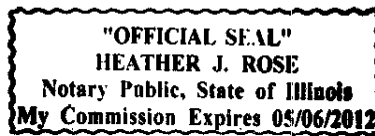
The foregoing instrument was acknowledged before me this 10th day of September, 2009, by GARY B. WALTER, the PRESIDENT, of THE EVANGELICAL COVENANT CHURCH, acting as the sole member of EVANGELICAL COVENANT CHURCH LAND COMPANY, L.L.C., on behalf of said limited liability company.



Notary Public

My commission expires:

(SEAL)



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EXHIBIT A

DESCRIPTION OF LAND

THAT PART OF LOTS 1 AND 50 AND VACATED NORTH FAIRVIEW AVENUE ADJOINING SAID LOTS 1 AND 50 TAKEN AS A TRACT DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINES OF SAID LOT 50 EXTENDED, THENCE NORTHWESTERLY ALONG SAID NORTHERLY LINE AS EXTENDED 87 FEET; THENCE SOUTHWESTERLY PARALLEL WITH THE STRAIGHT EAST LINE AFORESAID, 20 FEET TO THE PLACE OF BEGINNING, THENCE CONTINUING SOUTHWESTERLY ALONG SAID PARALLEL LINE 49.85 FEET, THENCE SOUTHEASTERLY 103.09 FEET TO A POINT IN SAID EASTERLY LINE OF SAID LOT 125.48 FEET FROM THE SAID INTERSECTION OF THE STRAIGHT NORTHERLY AND EASTERLY LINES OF SAID LOT AS EXTENDED; THENCE CONTINUING SOUTHEASTERLY IN A STRAIGHT LINE TO THE SOUTHWEST CORNER OF SAID LOT 1, THENCE EAST ALONG SOUTH LINE OF SAID LOT 1 TO SOUTHEAST CORNER OF SAID LOT 1, THENCE NORTH ALONG EAST LINE OF SAID LOT 1 TO THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG NORTH LINE OF SAID LOT 1 BEING ALSO THE SOUTH LINE OF HIGGINS ROAD TO THE AFORESAID INTERSECTION OF THE STRAIGHT NORTHERLY AND STRAIGHT EASTERLY LINE OF SAID LOT 50 EXTENDED, THENCE SOUTHWESTERLY TO THE PLACE OF BEGINNING, ALL IN HIGGINS ROAD ADDITION BEING A SUBDIVISION OF LOTS 13, 14 AND 15 IN PENNOYER SUBDIVISION IN SECTIONS 1, 2, 11 AND 12, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT INDEX NUMBERS: 12-02-414-018-0000; 12-02-415-001-0000
 PROPERTY ADDRESS: 8303 WEST HIGGINS ROAD, CHICAGO, ILLINOIS 60631