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Doc#: 1134941124 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 12/15/2011 03:17 PM Pg: 1 of 3

Prepared by and after recording Mail to:

John N. Skoubis, Esq. Skoubis & Mantas, LLC 1300 W. Higgins Rd. Ste 209 Park Ridge, Illinois 60068

ASSIGNMENT OF CONTRACT

THIS ASSIGNMENT OF CONTRACT ("Assignment") is made and entered into this 27th day of October 2011, by and Setween CHRISTOPHER J. GANAS and PAUL J. CROCILLA (collectively "Assignor") and 250 HAMILTON, LLC, an Illinois limited liability company ("Assignee").

## RECITALS

WHEREAS, Assignor is Optioner, under the terms of that certain Option to Purchase Real Property by and between MJ INVESTMENTS, LLC, therein referred to as "Optionor", and CHRISTOPHER J. GANAS and PAUL J. CROCILLA, or their nominees or assignees, therein collectively referred to as "Optionee" and that certain First Amendment to Option to Purchase Real Property dated July 30, 2011, for the real property commonly known as 250 Hamilton, Arlington Heights, Illinois 60005 (collectively, the "Contract"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Assignor possesses all right, title and interest in and to the Contract and desires to assign and transfer its right therein to Assignee, and Assignee desires to accept such assignment and transfer upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the riutual covenants herein set forth and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

- ASSIGNMENT. Assignor hereby assigns and transfers to Assignee viv and all of Assignor's right, title and interest in and to the Contract.
- ACCEPTANCE AND INDEMNIFICATION. Assignee hereby accepts the foregoing assignment and transfer of Assignor's interest in the Contract. Assignee agrees and obligates itself to faithfully perform all covenants, stipulations, agreements and obligations under the Contract due on and after the date herein.
- AGREEMENT BINDING. This Agreement shall be binding upon the successors, assigns and legal representatives of the parties. The parties shall execute and deliver such further and additional instruments, agreements and other documents as may be necessary to evidence or carry out the provisions of this Agreement.

**COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

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## **UNOFFICIAL COPY**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

**ASSIGNOR:** 

**ASSIGNEE:** 

250 HAMILTON, LLC

an Illinois limited liability company

PAUL I CROWLLA

0 10

CHRISTOPHER J. GANAS

Its Member

v: C. Trens

Its Member

STATE OF ILLINOIS )

) ss

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHRISTOPHER J. GANAS and PALIL J. CROCILLA, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of October, 2011.

NOTARY PUBLIC

"OFFICIAL SEAL JOHN N. SKOUBIS JOTARY PUBLIC, STATE OF ILLING

NOTARY PUBLIC, STATES 7/24/2013

STATE OF ILLINOIS

}ss

COUNTY OF COOK }

The undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY THAT CHRISTOPHER J. GANAS, personally known to me to be the sole Members of 250 Hamilton, LLC, an Illinois limited liability company, the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument pursuant to authority given by the Operating Agreement of said Company, as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 27th day of October, 2011.

NØTARY PUBLIC

"OFFICIAL SEAL"
JOHN N. SKOUBIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/24/2013

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Title No.: 001921037 Agent Order/File No.:

## LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOT 9 IN HIGGINS INDUSTRIAL PARK UNIT NO.2, A SUBDIVISION IN THE NORTHWEST 1/4 OF THE NORTHEAST 3/4 OF SECTION 26, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.