



Doc#: 1210719000 Fee: \$46.25
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/16/2012 07:59 AM Pg: 1 of 4

PREPARED BY:
LANDMARK DIVIDEND LLC
1700 E. Walnut Ave.
Suite 400
Los Angeles, CA 90245
Attn: Legal Dept.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Melissa Cater
Fidelity National Title Group
7130 Glen Forest Drive #300
Richmond, VA 23226

ASSIGNMENT OF LEASES AND RENTS AGREEMENT

THIS ASSIGNMENT OF LEASES AND RENTS AGREEMENT (this "Assignment"), dated 12/7/11, 2011, is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 8 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Assignor and Cermak & Racine Properties, LLC, an Illinois limited liability company ("Cermak") are parties to a Lease Purchase Agreement dated as of October 12, 2011, pursuant to which Cermak assigned all of its rights, title and interest in and to that certain Rooftop Lease With Option dated as of April 15, 1999, including all modification, amendments, addenda, and/or memoranda thereto (the "Lease"), by and between Cermak as successor in interest to Marquette National Bank, as Trust U/T/A dated April 16, 1999 and known as Trust Number 14803, as Lessor, and Voicestream GSM Operating Company, LLC, a Delaware limited liability company as Lessee, affecting a portion of the real property with an address of 1100 W. Cermak Road, Chicago, IL 60608, as such real property is more particularly described on Exhibit "A" attached hereto; and

* Recorded 3/14/2012 Inst 120719000

WHEREAS, Assignor desires to assign all of Assignor's rights, title and interest in and to the Lease to Assignee; and

NOW THEREFORE, In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- Assignor Assignment. Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Lease, including, without limitation, the right to receive any and all rents thereunder.
- Assignee Assumption of Obligations of Performance. Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as Lessor under the Lease and Assignor shall be relieved of all future obligations and liability thereunder.
- Covenants of Cooperation. Assignor and Assignee warrant that it will take such further actions and execute such further instruments, if any, as may be reasonably required to perfect Assignee's assignment and assumption of the Lease.
- Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois without giving effect to its conflict of laws rules.
- Counterparts; Facsimile Execution. This Assignment may be executed in one or more counterparts (including by facsimile or by electronic copy or transmission), each of which will be the binding agreement of the executing party and which, when taken together, shall be deemed to be one and the same instrument.

13050410

S	yes
P	4
S	N
M	N
SC	yes
E	yes
INT	yes

UNOFFICIAL COPY

6. Successors and Assigns. This Assignment shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNOR:

LD HOLDINGS LLC, a Delaware limited liability company

BY: LANDMARK DIVIDEND LLC, a Delaware limited liability company, its sole member

By: *Keith Drucker*
Name: Keith Drucker
Title: Authorized Signatory

Date: 12/7/11

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On 12/7/11 before me, Rocio Velinov, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Rocio Velinov
Rocio Velinov
Notary Public in and for the State of California
Expiration: May 8, 2015



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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption Agreement as of the day and year first above written.

ASSIGNEE:

LD ACQUISITION COMPANY 8 LLC, a
Delaware limited liability company

BY: **LANDMARK DIVIDEND LLC**, a
Delaware limited liability company, its sole member

By: *Keith Drucker*
Name: Keith Drucker
Title: Authorized Signatory

Date: 12/7/11

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

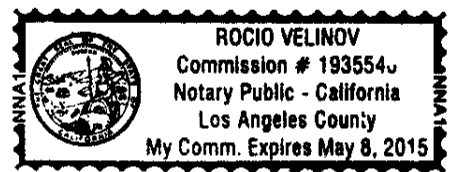
On 12/7/11 before me, Rocio Velinov, Notary Public, personally appeared Keith Drucker, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Rocio Velinov

Rocio Velinov
Notary Public in and for the State of California
Expiration: May 8, 2015



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EXHIBIT "A"

TO

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT

REAL PROPERTY LEGAL DESCRIPTION

The East 1/2 of Block 23 (except the South 14 feet of said block condemned for widening West 22nd Street) in Walsh and McMullen's Subdivision of the South 3/4 of the South East 1/4 of Section 20, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Cermak & Racine Properties, LLC, an Illinois limited liability company from Marquette Bank, f/k/a Marquette National Bank, an Illinois Banking Association, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said bank in pursuance of a trust agreement dated the 16th day of April 1999 and known as Trust Number 14803 by Trustee's Deed dated September 18, 2006 and recorded October 04, 2006 in Instrument No. 0627732010.

Tax Parcel No. 17-20-439-002