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File # 54777

This instrument prepared by:
Law Offices of Christopher R. DeAgazio, PC
8 Cedar Street, Suite 45
Woburn, MA 01801



Doc#: 1227218017 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/28/2012 01:42 PM Pg: 1 of 6

When recorded return by mail to:
DLA Piper LLP (US)
203 N. LaSalle Street, Suite 1900
Chicago, IL 60601
Attn: David Glickstein

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (Pursuant to Section 9(c)(3) of the Mortgage)

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (this "Agreement") dated as of September 24, 2012, between SCP 2003D-20 LLC, a Delaware limited liability company (the "Assignor"), having an address c/o Law Offices of Christopher R. DeAgazio, P.C., 8 Cedar Street, Suite 45, Woburn, MA 01801, and Gene Chicago North LLC, a Delaware limited liability company ("Assignee"), having an address of c/o Golub & Company LLC, 625 N. Michigan Avenue, Suite 2000, Chicago, IL 60611. All capitalized terms used herein which are not defined herein shall, except where otherwise indicated, have the meanings provided in that certain Mortgage, Security Agreement and Assignment of Leases and Rents dated as of December 18, 2003, recorded on February 10, 2004, as Document No. 0404132106 in records of Cook County, IL (as amended or modified from time to time the "Mortgage"), from the Assignor, as Borrower, to WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Trustee, its successors and assigns (the "Lender").

WITNESSETH:

WHEREAS, the Assignor is the owner of the property which is more fully described on Exhibit A attached hereto (the "Property"), which Property is encumbered by the Mortgage, and Assignor is selling and conveying the Property to Assignee concurrently with the execution and delivery of this Agreement; and

WHEREAS, pursuant to Section 9(c)(3) of the Mortgage, the Assignor desires to assign to the Assignee all of its right, title and interest in and to the Note, the Mortgage, the Assignment of Leases and Rents, dated of even date with the Mortgage, and all other Loan Documents (collectively, the "Loan Documents"), and the Assignee desires to assume all of the Assignor's obligations thereunder, all upon the terms and conditions set forth herein.

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NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the validity and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. The Assignor does hereby assign, transfer and set over unto the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title and interest in and to the Loan Documents. Subject to Section 51 of the Mortgage, Assignee hereby assumes and agrees to fully and promptly to perform and discharge all and singular the responsibilities, duties, liabilities and obligations of the Assignor under the Loan Documents on and after the date hereof.

2. The Assignor shall indemnify and hold the Assignee harmless from and against all liabilities, claims, obligations, costs and expenses, including without limitation, reasonable attorneys' fees and expenses, which arise out of or relate to the Assignor's failure to perform any of the responsibilities and obligations of the Assignor under the Loan Documents prior to the date hereof.

3. The Assignee shall indemnify and hold the Assignor harmless from and against all liabilities, claims, obligations, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, which arise out of or relate to the Assignee's failure to perform any of the responsibilities, duties, liabilities and obligations of the Assignee under the Loan Documents on and after the date hereof.

4. Each provision contained in this Agreement shall be a separate and independent obligation. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable except to the extent permitted by applicable law.

5. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

6. This Agreement may be executed by each of the parties on separate counterparts, and the assembled counterparts signed by all parties shall constitute a single document.

7. The Lender is entitled to rely on this Agreement as a third-party beneficiary.

8. This Agreement is binding upon and inures to the benefit of the parties hereto.

9. This Agreement shall be governed by the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption of Loan Documents as of the date first written above.

ASSIGNOR:

SCP 2003D-20 LLC,
a Delaware limited liability company

By: [Signature]
Name: Robert A. Kathary, Jr.
Title: President


STATE OF Massachusetts §
COUNTY OF Norfolk §

On the 27th day of August in the year 2012, before me, the undersigned, a notary in and for said state, personally appeared Robert A. Kathary, Jr., President of SCP 2003D-20 LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the limited liability company upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public, State of _____
Printed Name: _____

[SEAL]
My commission expires:

 CHRISTOPHER P. DeGAZIO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
My commission expires on October 22, 2015

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ASSIGNEE:

Gene Chicago North LLC,
a Delaware limited liability company

By: [Signature]
Name: W. MURRAY
Title: SVP

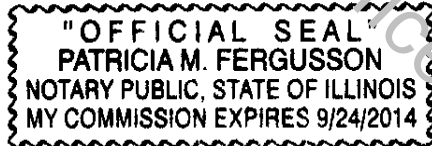
STATE OF Illinois §
 §
COUNTY OF Cook §

On the 13 day of ~~August~~ ^{September} in the year 2012, before me, the undersigned, a notary in and for said state, personally appeared WILLIAM MURRAY S.V.P. of Gene Chicago North LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the limited liability company upon behalf of which the individual acted, executed the instrument.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

[Signature]
Notary Public, State of _____
Printed Name: _____

[SEAL]
My commission expires:



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Exhibit "A"

Legal Description

Lots 19 to 31, both inclusive, (except that part of Lots 19 to 24 taken for widening Western Avenue) together with all that part of the East-West 16 foot wide vacated alley lying South of the South line of said Lot 23, lying North of the North line of said Lots 24 to 28, both inclusive, lying East of the East line of N. Western Avenue as widened by Ordinance approved April 1, 1925 by the City Council of the City of Chicago, judgment rendered through condemnation proceedings in the Superior Court of Cook County, Illinois as Docket No. 419058, said East line of N. Western Avenue being described as a line drawn from a point on the South line of said Lot 23, said point being 17.0 feet East of the Southwest corner of said Lot 23 (as measured along the South line of said Lot 23) to a point on the North line of said Lot 24, said point being 17.0 feet East of the Northwest corner of said Lot 24 (as measured along the North line of said Lot 24) and lying West of a line drawn from the Southeast corner of said Lot 23 to the Northeast corner of said Lot 28, all in Block 8 in Clybourn Avenue Addition to Lakeview and Chicago, being a subdivision in the West 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

ALSO DESCRIBED AS FOLLOWS:

Parcel 1:

Lots 19 to 23, both inclusive, (except that part of Lots 19 to 23 taken for widening Western Avenue) in Block 8 in Clybourn Avenue Addition to Lakeview and Chicago, being a Subdivision in the West Half of the Northwest Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2:

Lots 24 through 28 (except that part of Lot 24 taken for widening Western Avenue) in Block 8 in Clybourn Avenue Addition to Lakeview and Chicago, being a Subdivision in the West 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

Lots 29 and 30 in Block 8 in Clybourn Avenue Addition to Lake View and Chicago in the Northwest 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 4:

Lot 31 in Block 8 in Clybourn Avenue Addition to Lakeview and Chicago, being a Subdivision in the West 1/2 of the Northwest 1/4 of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 5:

All that part of the East/West 16 foot wide vacated alley lying South of the South line of Lot 23, lying North of the North line of Lots 24 to 28, both inclusive, lying East of the East line of North

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Western Avenue, as widened, by Ordinance approved April 1, 1925 by the City Council of the City of Chicago, judgment rendered through condemnation proceedings in the Superior Court of Cook County, Illinois as Docket Number 419058, said East line of North Western Avenue being described as a line drawn from a point on the South line of Lot 23, said point being 17.0 feet East of the Southwest corner of said Lot 23 (as measured along the South line of said Lot 23) to a point on the North line of Lot 24, said point being 17.0 feet East of the Northwest corner of said Lot 24 (as measured along the North line of said Lot 24) and lying West of a line drawn from the Southeast corner of Lot 23 to the Northeast corner of Lot 28 all in Block 8 in Clybourn Avenue Addition to Lake View and Chicago in the Northwest Quarter of Section 30, Township 40 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, vacated by Ordinance recorded January 17, 2003 as document 0030083594.

PINs: 14-30-117-001-0000
14-30-117-002-0000
14-30-117-003-0000
14-30-117-004-0000
14-30-117-038-0000
14-30-117-022-0000
14-30-117-023-0000
14-30-117-024-0000

Address: 2815 N. Western Avenue, Chicago, Illinois

