

PREPARED BY:
LANDMARK DIVIDEND LLC
1700 E. Walnut Ave.
Suite 400
El Segundo, 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

3044 511 707 36W, R13E

ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT

THIS ASSIGNMENT OF EASEMENT AND ASSIGNMENT OF LEASES AND RENTS AGREEMENT (this "Assignment"), dated June 28, 2012, is executed by LD Holdings LLC, a Delaware limited liability company, ("Assignor") and LD Acquisition Company 9 LLC, a Delaware limited liability Company, ("Assignee").

WHEREAS, Harbor Properties, an Illinois general partnership ("Owner") leased a certain portion of property located at 3836 W. 148th Street, Midlothian, Illinois 60445; as more particularly described in Exhibit "A" attached hereto (the "Property") to Denali Spectrum Operations LLC, ("Tenant") pursuant to a certain lease dated May 5, 2008 and more particularly described in Exhibit "B" attached hereto (the "Lease"); and

WHEREAS, Owner and Assignor are parties to that certain Easement and Assignment of Leases and Rents Agreement dated May 25, 2012, whereby Owner granted a perpetual easement (the "Easement") to Assignor and assigned all of its right, title and interest as lessor under the Lease to Assignor; and

* Recorded 10/24/12 in Doc# 122983306

WHEREAS Assignor desires to assign all of Assignor's rights, title and interest in and to the Easement and Lease and Rents 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:

1. **Assignor Assignment.** Assignor does hereby assign, transfer, and deliver to Assignee all of Assignor's right, title, and interest in and to the Easement and Lease, including, without limitation, the right to receive any and all rents thereunder.
2. **Assignee Assumption of Obligations of Performance.** Assignee warrants that it shall assume and faithfully perform and discharge any and all of obligations as grantee under the Easement and lessor under the Lease and Assignor shall be relieved of all future obligations and liability thereunder.
3. **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.
4. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California without giving effect to its conflict of laws rules.

14142817 (4)
Assignment of Leases and Rents Agreement v1
TC120782 - Harbor Properties.

UNOFFICIAL COPY

5. 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.

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.

7. Effective Date. This Assignment shall be effective on the date first written above.

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

Property of Cook County Clerk's Office

UNOFFICIAL COPY

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: July 11, 2012

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On July 19, 2012 before me, Catherine Victoria Humenuk, 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.



Catherine Humenuk

Catherine Victoria Humenuk
Notary Public in and for the State of California

Expiration: Nov 5, 2015

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ASSIGNEE:

LD ACQUISITION COMPANY 9 LLC

BY: LANDMARK DIVIDEND GROWTH FUND LLC - D, its
sole member

BY: Landmark Dividend Management LLC,
its managing member

By: *Keith Drucker*

Name: Keith Drucker
Title: Authorized Signatory

Date: July 11, 2012

STATE OF CALIFORNIA

ss.

COUNTY OF LOS ANGELES

On July 19, 2012 before me, *Catherine Victoria Humenuk*, 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.



Catherine Humenuk
Catherine Victoria Humenuk
Notary Public in and for the State of California
Expiration: Nov 5, 2015

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

A portion of:

PARCEL 1:

Lots 65 and 66 (except the South 177 feet thereof) in Midlothian Highlands No. 2, a subdivision of that part of the North 1/2 East of the Chicago Rock Island and Pacific Railroad Company Lands and West of the East 693 feet thereof, of the Southwest 1/4 of Section 11, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

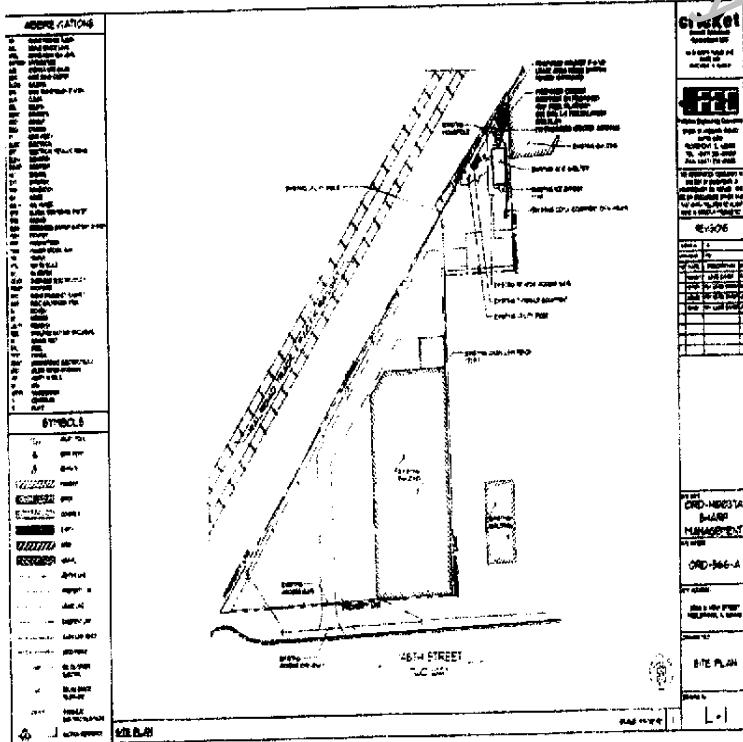
PARCEL 2:

West 44 feet of Lot 67 and the West 44 feet of Lot 68 in Midlothian Highlands No. 2, a subdivision of that part of the North 1/2 East of the Chicago Rock Island and Pacific Railroad Company Lands and West of the East 693 feet thereof of the Southwest 1/4 of Section 11, Township 36 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

AND BEING the same property conveyed to Harbor Properties, an Illinois general partnership from Edward G. Shilka and Joseph P. Richards, Jr. as shareholders of the dissolved Illinois Corporation known as Sharp Management, Inc. by Warranty Deed dated May 23, 2007 and recorded May 24, 2007 in Instrument No. 0714408221.

Tax Parcel Nos. 28-11-303-001, 28-11-303-002

As depicted herein:



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EXHIBIT "B"

LEASE DESCRIPTION

That certain Site Lease Agreement dated May 5, 2008, by and between LD Holdings LLC, a Delaware limited liability company, successor in interest to Harbor Properties, an Illinois general partnership, whose address is 1700 E. Walnut Ave Ste. 400, El Segundo, California, 90245 ("Lessor") and Denali Spectrum Operations LLC, ("Lessee"), whose address is 10307 Pacific Center Court, San Diego, CA 92121, for the property located at 3836 W. 148th Street, Midlothian, IL 60445.