

# UNOFFICIAL COPY



Doc#: 1300931071 Fee: \$44.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/09/2013 04:13 PM Pg: 1 of 4

THIS INSTRUMENT PREPARED BY:  
Greg A. Bouwer  
Koransky, Bouwer & Poracky, P.C.  
425 Joliet Street, Suite 425  
Dyer, Indiana 46311

## ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of the 18<sup>th</sup> day of December, 2012, by and between **HENRY WALTER HOLDINGS LLC**, an Indiana limited liability company, having an address of 600 East 84th Avenue, Merrillville, Indiana 46410 ("Assignor") and **MICHIGAN AVENUE 2.7 LLC**, an Indiana limited liability company, having an address of 645 N. Kingsbury Street, #2001, Chicago, IL 60654 ("Assignee"), recites and provides:

### WITNESSETH:

WHEREAS, (i) by Lease dated January 7, 2011, as amended, by and between 1455 South Michigan L.L.C., as Lessor ("Original Lessor") and Deer Rehabilitation Services, Inc., as Lessee ("Lessee") ("Deer Rehab Lease"); (ii) by Lease dated March 25, 2011, as amended, by and between 1455 South Michigan L.L.C., as Lessor ("Original Lessor") and Taranis Management LLC as Lessee ("Lessee") ("Taranis Lease"); (iii) by Lease dated January 17, 2011, as amended, by and between 1455 South Michigan L.L.C., as Lessor ("Original Lessor") and Solo Eye Care & Eyewear Gallery, LLC as Lessee ("Lessee") ("Solo Lease"); and (iv) by Lease dated October 6, 2010, as amended, by and between 1455 South Michigan L.L.C., as Lessor ("Original Lessor") and Mark Stern as Lessee ("Lessee") ("Stern Lease") (the Deer Rehab Lease, the Taranis Lease, the Solo Lease, and the Stern Lease are all hereinafter collectively referred to as the "Leases"), with regard to certain real estate located at 1455 S. Michigan Avenue, Chicago, Cook County, Illinois ("Premises"); and

WHEREAS, Assignor has succeeded to the interest of the Original Lessor with respect to the Premises and thus, Assignor is the "Current Lessor" under the Leases and

WHEREAS, Assignor now wishes to assign and transfer to Assignee all of the Assignor's right, title and interest in and to the Leases, all as more particularly hereinafter set forth;

### ASSIGNMENT AND ASSUMPTION AGREEMENT:

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

NO 11222353L 3 of 4

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1. Assignment. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Leases, but subject to its terms.
2. Representations and Warranties of Assignor. Assignor represents and warrants that (a) the Leases are in full force and effect as of the date hereof and have not been modified (except as described above), (b) all of the obligations of Assignor under the Leases have been fully performed up to and including the date hereof, (c) the Assignor has made no other prior assignment of the Leases, (d) the Assignor has full power and authority to execute and deliver this Assignment and (e) the execution and delivery by the Assignor and the assignment of all of its right, title and interest in and to the Leases does not contravene any agreement to which the Assignor is a party or by which it or the Premises is bound.
3. Assignment of Warranties on Improvements. Assignor hereby irrevocably assigns to Assignee any and all right, title and interest of the Assignor in and to any warranties, whether written or oral with respect to the Premises and all buildings and other structures located on the Premises, provided however, Assignor reserves the right to enforce said warranties in the event any claim is made against Assignor under Section 2 above.
4. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor's right, title and interest in and to the Leases, (b) agrees to be bound by their terms, covenants and conditions thereof; (c) assumes the obligations of the Assignor under the Leases from and after the date hereof, and (d) covenants to hold the Assignor harmless from and indemnify the Assignor for any loss, damage, cost or expense (including reasonable attorney's fees) arising out of any failure of the Assignee to perform any of its obligations under the Leases on or after the date hereof.
5. Further Assurances. The Assignor hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Assignee, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Assignee for the purpose of effecting the assignment described herein. The Assignee hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Assignor, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Assignor for the purpose of effecting the assignment described herein.
6. Completeness and Modification. This Agreement constitutes the entire agreement between the parties hereto as to the transactions contemplated hereby and supersedes all prior discussions, understandings or agreements between the parties hereto.
7. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.
8. Governing Law. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of Illinois.
9. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of

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both parties hereto appear on each counterpart hereof; and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first shown above.

**ASSIGNEE:**

**ASSIGNOR:**

**MICHIGAN AVENUE 2.7 LLC,**  
an Indiana limited liability company  
*Wayne Holdings LLC*

**HENRY WALTER HOLDINGS LLC**  
an Indiana limited liability company

By: *Gregory A. Campbell*  
Name: Gregory A. Campbell  
Title: Manager

By: *Derek R. Duhon*  
Name: Derek R. Duhon  
Title: VICE PRESIDENT

STATE OF Ill.)  
COUNTY OF Cook) ss:

Before, the undersigned, a Notary Public and in for said County and State, this 18<sup>th</sup> day of December, 2012, personally appeared Gregory A. Campbell, as Manager of **Michigan Avenue 2.7 LLC**, and acknowledged the execution of the foregoing deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 9/26/2013  
My County of Residence: Cook

*[Signature]*, Notary Public

*[Signature]*  
STATE OF ~~INDIANA~~ )  
Cook ) ss:  
COUNTY OF ~~LAKE~~ )



Before, the undersigned, a Notary Public and in for said County and State, this 18<sup>th</sup> day of December, 2012, personally appeared Derek Duhon, as Vice President of **Henry Walter Holdings LLC**, and acknowledged the execution of the foregoing deed for the uses and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 9/26/2013  
My County of Residence: Cook

*[Signature]*, Notary Public



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## Legal Description

### PARCEL 1:

LOTS 29 AND 30 IN THE SUBDIVISION OF LAVANTIA SPRING ADMINISTRATRIX IN THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH AS IS TAKEN FOR PUBLIC ALLEY), IN COOK COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF THE SOUTH 48 ACRES OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN; BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING IN THE EAST LINE OF MICHIGAN AVENUE AT A POINT 12.233 CHAINS NORTH OF THE SOUTH LINE OF SAID FRACTIONAL 1/4 SECTION (SAID POINT BEING ON THE SOUTH LINE OF LAND FORMERLY OF GILES SPRING); RUNNING THENCE EAST, A DISTANCE OF 160.00 FEET; THENCE SOUTH, A DISTANCE OF 25.70 FEET; THENCE WEST, A DISTANCE OF 160.00 FEET TO THE EAST LINE OF MICHIGAN AVENUE AND THENCE NORTH, A DISTANCE OF 25.70 FEET TO THE POINT OF BEGINNING, BEING THE SAME AS: ALL OF LOT 4 IN BLOCK 20 OF ASSESSOR'S DIVISION OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT FROM SAID PREMISES SO MUCH AS IS TAKEN FOR PUBLIC ALLEY), IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

LOTS 1 AND 2 IN FOSTER AND BUSBY'S SUBDIVISION OF LOTS 11 TO 14 OF ASSESSOR'S DIVISION OF LOTS 2 AND 3 OF BLOCK 20 AND 8.94 FEET NORTH OF AND ADJOINING SAME OF ASSESSOR'S DIVISION OF PART OF THE NORTHWEST FRACTIONAL 1/4 OF SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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