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This instrument was prepared by
~~and after recording return to:~~
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Doc#: 1311419069 Fee: \$46.00
RHSP Fee: \$10.00 Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/24/2013 12:34 PM Pg: 1 of 5

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ASSIGNMENT OF SUBLEASES

ASSIGNOR: Alden Master Tenant Association, L.L.C.,
an Illinois limited liability company

ASSIGNEE: Cambridge Realty Capital Ltd. of Illinois,
an Illinois corporation

LANDLORD: Northmoor Associates, L.L.C.,
an Illinois limited liability company

PROJECT NAME: Alden Northmoor Rehabilitation and Health Care Center

FHA PROJECT NO.: 071-22226

ASSIGNOR'S ADDRESS: c/o Alden Management Services, Inc
4200 W. Peterson Avenue, Suite 140, Chicago, Illinois 60646

LANDLORD'S ADDRESS: c/o Alden Management Services, Inc.
4200 W. Peterson Avenue, Suite 140, Chicago, Illinois 60646

PROJECT ADDRESS: 5831 N. Northwest Highway, Chicago, Illinois 60631
(Cook County)

PERMANENT REAL ESTATE INDEX NOS. 13-06-409-017, Vol. 323
13-06-409-018, Vol. 323
13-06-409-019, Vol. 323
13-06-409-020, Vol. 323
13-06-409-021, Vol. 323
13-06-409-022, Vol. 323
13-06-409-023, Vol. 323
13-06-409-024, Vol. 323
13-06-409-025, Vol. 323

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ASSIGNMENT OF SUBLEASES

This Assignment of Subleases, dated as of April 1, 2013, is entered into by and between ALDEN MASTER TENANT ASSOCIATION, L.L.C., an Illinois limited liability company ("Assignor"), and CAMBRIDGE REALTY CAPITAL LTD. OF ILLINOIS, an Illinois corporation ("Assignee"), with reference to the following facts:

Whereas, NORTHMOOR ASSOCIATES, L.L.C., an Illinois limited liability company ("Landlord") owns the real, personal and intangible property that comprises the skilled nursing facility known as Alden Northmoor Rehabilitation and Health Care Center, FHA Project Number: 071-22226 and located in the City of Chicago, County of Cook, State of Illinois and legally described as set forth in Exhibit "A" attached hereto and made a part hereof (the "Premises").

Whereas, Landlord, along with other related affiliates, has leased the Premises to Assignor pursuant to the terms and conditions of that certain Master Lease dated as of February 23, 2011, as thereafter amended from time to time by and between the parties thereto (collectively, the "Master Lease"); and

Whereas, Assignor has subleased the Premises to ALDEN - NORTHMOOR REHABILITATION AND HEALTH CARE CENTER, INC., an Illinois corporation ("Sublessee"), pursuant to the terms and conditions of that certain Sublease dated as of April 26, 2013, by and between Assignor, as sublessor, and Sublessee, as thereafter amended (the "Sublease").

NOW THEREFORE, in consideration for the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, grants and transfers to Assignee, its successors and assigns, all interest of the Assignor in that certain Sublease by and between Assignor as "Landlord" and Sublessee, as "Tenant", together with any subsequent subleases affecting the Premises (collectively the "Sublease(s)"), together with all rents, income, revenues and profits now due, or which may become due under the Subleases or arising otherwise out of the Premises, or any interest therein, together with all rights which Assignor may have against all tenants or others under said Subleases or otherwise in connection with the Premises (collectively, the "Rents"), including, without limitation, all rights of Assignor against Sublessee under that certain Second Amended & Restated Cross-Default Guaranty of Subtenants as of April 26, 2013 by and between the parties thereto (the "Cross-Default Guaranty of Subtenants"). This assignment is subject to a license hereby reserved to Assignor, but limited as hereinafter provided, to collect said Rents.

Assignor agrees to timely perform and discharge all obligations of Assignor as Landlord under the Subleases.

Assignor further agrees not to receive or collect any Rents in advance, nor pledge, or assign future Rents, nor release or discharge any Tenant thereof from any obligation under the

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Sublease; nor to cancel, modify, extend or renew any of the Subleases or dispossess any Tenant without the prior written approval of Assignee.

So long as Assignor shall not be in default hereunder, Assignor shall have the license reserved hereby to collect all Rents.

Upon default by Assignor hereunder, Assignee may, at its option, terminate the license of Assignor to collect the Rents and bring such actions as are available to it at law or equity to collect the Rents and enforce the Subleases now or hereafter in effect, and otherwise perform all acts with respect to the Premises, Subleases and Rents as fully as Assignor could do if personally present, and Assignee shall, after payment of all expenses, credit the net amount of income which it may receive to the Assignor's obligations under the Master Lease, in the manner, order and amounts as Assignee shall determine.

Notwithstanding anything herein to the contrary, acceptance by Assignee of this assignment shall not constitute Assignee a mortgagee in possession, or obligate Assignee to appear in or defend any action or proceeding relating to the Rents, Subleases, or the Premises, or to take any action hereunder, or incur any expenses; nor shall Assignee be liable for any injury or damage to person or property sustained by any persons, in or about the Premises. This assignment is an assignment of rights only, and not a delegation of duties.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney, coupled with an interest, in the name of Assignor, to collect all Rents payable under the Subleases upon termination of the license herein granted. This assignment shall constitute a direction to and full authority to Sublessee and any tenant under the Subleases to pay all Rents to Assignee. The foregoing powers are irrevocable, continuing, and exclusive in Assignee, its successors and assigns.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Assignor has executed this Assignment of Subleases as of the date first above written.

ASSIGNOR:

ALDEN MASTER TENANT ASSOCIATION, L.L.C.,
an Illinois limited liability company

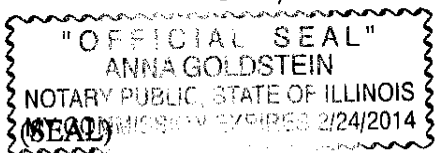
By: *Joan Carl*
Name: Joan Carl
Its: Manager

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I ANNA GOLDSTEIN certify that Joan Carl, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed and delivered the instrument as her free and voluntary act, for the uses and purposes therein set forth.

Dated: April 9, 2013.



Anna Goldstein
Notary Public

My Commission Expires: 2/24/2014

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EXHIBIT "A" LEGAL DESCRIPTION

LOT 36 (EXCEPT THE SOUTHEASTERLY 5 FEET THEREOF) AND ALL OF LOTS 37 TO 48 IN BLOCK 8 IN WILSON'S RESUBDIVISION OF BLOCKS 85, 86, 92, 93 AND 94 IN NORWOOD PARK, BEING A PART OF SECTION 6, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS. ✓

PROPERTY ADDRESS: 5831 N. NORTHWEST HIGHWAY
CHICAGO, ILLINOIS 60631
(COOK COUNTY)

PERMANENT REAL ESTATE INDEX NOS.:

- 13-06-409-017, VOL. 323 (Affects: Lots 47 and 48)
 13-06-409-018, VOL. 323 (Affects: Lot 46 and the Northwestern 5 feet of Lot 45)
 13-06-409-019, VOL. 323 (Affects: Lot 45 (except the Northwestern 5 feet) and the Northwestern 10 feet of Lot 44)
 13-06-409-020, VOL. 323 (Affects: Lot 43 (except the Southeasterly 10 feet) and Lot 44 (except the Northwestern 10 feet))
 13-06-409-021, VOL. 323 (Affects: Lot 43 (except the Northwestern 15 feet) and Lot 42 (except the Southeasterly 5 feet))
 13-06-409-022, VOL. 323 (Affects: Lot 41 and the Southeasterly 5 feet of Lot 42)
 13-06-409-023, VOL. 323 (Affects: Lot 39 (except the Southeasterly 20 feet) and all of Lot 40)
 13-06-409-024, VOL. 323 (Affects: Lot 38 and the Southeasterly 20 feet of Lot 39)
 13-06-409-025, VOL. 323 (Affects: Lot 36 (except the Southeasterly 5 feet) and Lot 37)