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RH9P Fee:\$9.00 RPRF Fee: \$1.00

Karen A Yarbrough

Cook County Recorder of Deeds

Date: 11/22/2013 03:15 PM Pg: 1 of 4

Prepared by, Record and Return to: J. Coleman Prewitt, Ess SBA Network Services, L. C 5900 Broken Sound Parkway, NW Boca Raton, FL 33487 561.226.9365 Site ID: IL46482-A

### MEMULANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT ("M\_morandum") is made and entered into as of the date written below and effective as of April \_\_\_\_\_\_, 2013, ("Effective Date") by and between SBA 2012 TC ASSETS, LLC, f/k/a TOWERCO ASSETS LLC, a Delaware limited liability company ("Assignor") and SBA STEEL LLC, a Florida limited liability company ("Assignee").

### WITNESSETH:

WHEREAS, pursuant to that certain Master Assignment and Assumption Agreement ("Master Assignment") Assignor assigned to Assignee all its interest in, among other things, the agreements of described on Exhibit B-1 (the "Assigned Agreements") encumbering the real property described on Exhibit P-2 ooth attached hereto. Assignor and Assignee now desire to enter into this Memorandum to give notice of the assignment of the Assigned Agreements.

NOW, THEREFORE, for and in consideration of the foregoing and the consideration recited in the Master Assignment, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree 2.5 follows:

- 1. <u>Assignment and Assumption</u>. Pursuant to the Master Assignment, as of the Effective Date. Assignor has assigned, transferred, set over and delivered to Assignee and its successors and assigns all of Assignor's rights, title and interests in and to the Assigned Interests. Assignee has accepted, assumed and agreed to be bound by all of terms and conditions of the Assigned Interests arising after the Effective Date.
- 2. <u>Miscellaneous</u>. The purpose of this Memorandum is to give notice of the Master Assignment and all its terms, covenants and conditions to the same extent as if the same were fully set forth herein. To the extent that more than one (1) agreement or interest is being transferred from Assignor to Assignee as shown on <u>Exhibit B-1</u> attached hereto, it is the intention of the parties hereto that such interests shall not merge but shall remain separate and distinct interests in the underlying real property. This Memorandum shall be governed and construed in accordance with the laws of the state in which the real property subject to the Assigned Interests are located without reference to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

Sys SN V Yes

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IN WITNESS WHEREOF, the parties have caused thus Memorandum to be duly executed pursuant to due and property authority as of the date indicated below.

#### **ASSIGNOR:**

SBA 2012 TC ASSETS, I	LLC
By:	
J. Coleman Prewitt	

State of Florida County of Palm Beach

Vice President

The foregoing instrument was acknowledged before me this \( \frac{1}{20} \) day of April, 2013, by J. Coleman Prewitt, Vice President of SBA 2012 TC ALSETS, LLC, f/k/a TOWERCO ASSETS LLC, a Delaware limited liability company, on behalf of the company. The above-named individual is personally known to me.



Notary Public

Print Name: Jill K. Pontano

My Commission Expires: June 12, 2013

ASSIGNEE:

**SBA STEE** 

By:

J. Coleman Prewitt Vice President

State of Florida County of Palm Beach

SUNTY CLORA'S OFF The foregoing instrument was acknowledged before me this K day of April, 2013, by J. Coloman Prewitt, Vice President of SBA STEEL LLC, a Florida limited liability company, on behalf of the company. The abovenamed individual is personally known to me.

JILL K. PONTANO

Notary Public

Print Napne: Jill K. Pontano

My Commission Expires: June 12, 2013

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### Schedule B-1

## Description of the Mortgaged Lease(s)

Communications Site Lease Agreement dated as of January 24, 2000, by and between the Greek Orthodox Church, St. John the Baptist, an Illinois corporation, as lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as lessee.

As evidenced by a Memorandum of Agreement, dated as of January 24, 2000, by and between the Greek Orthodox Church, St. John the Baptist, an Illinois corporation, as lessor, and Nextel West Corp., a Delaware corporation, d/b/a Nextel Communications, as lessee, and recorded in the Cook County Recorder's Office, Illinois, on September 26, 2000, in Document No. 00747624.

As assigned and further evidenced by an Assignment and Assumption of Ground Lease, dated as of September 18, 2008, by Nextel West Corp., a Delaware corporation, as assignor, to TowerCo Assets LLC, a Delaware limited liability company, as assignee, and recorded in the Cook County Recorder of Deeds, Illinois, on November 20, 2008, in Document No. 0832503018, as may have been, or may hereafter be assigned or amended.

TowerCo Assets LLC, a Delaware limited liability company, has changed its name to SBA 2012 TC II LLC, a Delaware limited liability company.

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Schedule B-2

Leasehold Interest

A portion of:

That part of the South 20.0 feet of Lot 2 in WILHELMINA BROWN'S DIVISION of LANDS in the Southwest 1/4 Section 16, Township 41 North, Range 12 East of the 3rd Principal Meridian and of Lots 4 and 5 in the GARLAND ESTATE DIVISION of LANDS in Sections 16 and 21, Township 41 North, Range 12 East of the 3rd Principal Actidian, lying north of the North line of Demoster Street, being a line 38.42 feet North or and parallel with the South line of said Section 16, lying East of a line 660.0 feet West of availarable with the East line of said Section 16 and lying Easterly and Northerly of a tract conveyed to the Illinois State Toll Highway Commission, described as follows: Commenciate at a point on the South line of said Section 16, 555.0 feet West of the Southeast corner thereof, thence continuing 180.0 feet West along the South line of the aforesaid Section 16; thence Northerly, 336.50 feet along a line which makes an angle of 90 degrees 00 minutes 00 seconds to the right of the aforesaid South line of Section 16: thence Easterly, 75.0 feet along a line which makes an angle of 90 degrees 00 minutes 00 seconds to the right of the afficiald Northerly line extended; thence Northerly 157.94 feet along a line which makes no angle of 89 degrees 03 minutes 30 seconds to the left of the aforesaid Easterly line extended: thence Southeasterly 209.54 feet along a line which makes an angle of 125 degrees 34 m/y/es 22 seconds to the right of the aforesaid Northerly line extended; thence Soukarry 207.66 feet along a line which makes an angle of 53 degrees 29 minutes 08 seconds to the right of the last described line extended: thence Southwesterly 175.0 feet along a like to the point of beginning, in Cook County, Illinois.

That part of Lot 5 in the GARLAND ESTATE DIVINGAL of LANDS in Sections 16 and 21, Township 41 North, Rage 12 East of the 3rd Principal Meridian, in the County of Cook, State of Illinois, described as follows: Commencing st a print on the Southeast corner of Section 16; thence West, 735.0 feet along the South line of said section 16 to a point; thence Northerly 336.50 feet along a line which makes are engle of 90 degrees 00 minutes 00 seconds to the right of the aforesaid South line of Section, 16 extended; thence Easterly 75.0 feet along a line which makes an angle of 90 degrees 00 minutes 00 seconds to the right of the last described line extended; thence Northerly 153,94 feet along a line which makes an angle of 80 degrees 03 minutes 30 seconds to the left of the last described line extended; thence Southeasterly 114.54 feet along a line which which an angle of 125 degrees 34 minutes 22 seconds to the right of the last described line extended, to a point of beginning; thence continuing Southeasterly along said line, a distance of 95.0 feet to a point, thence Southerly along a line making an angle of 53 degrees 29 minutes 02 seconds to the right of the last described line extended, a distance of 97.0 feet to a point; thence Northwesterly along a straight line to the point of beginning.

and otherwise known as 2350 Dempster Street, Des Plaines, Illinois 60016 Tax Key:09-16-402-037-0000