



Doc#: 1508542004 Fee: \$48.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 03/26/2015 08:26 AM Pg: 1 of 6

SA

This instrument prepared by:

Robert Rivani
RJR WHEELING, LLC
1180 S. Beverly Drive
Suite 700
Los Angeles, CA 90034

Permanent Tax No.: 03-02-200-104-0000
701-709 Milwaukee Avenue *wheeling ill 60090*
Village of Wheeling, County of Cook, in the State of Illinois
150000 WF 60090

ASSIGNMENT OF LEASES
by and between

RJR WHEELING, LLC, an Illinois limited liability company ("Assignor"),
and ORCHARD/BELDEN, L.L.C., an Illinois limited liability company ("Assignee").

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BOX 333-CD

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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES ("Assignment") is made and entered into this 1st day of March, 2015, by and between RJR WHEELING, LLC, an Illinois limited liability company, with offices at 1180 S. Beverly Drive, Suite 700, Los Angeles, California 90035 ("Assignor"), and ORCHARD/BELDEN, L.L.C., an Illinois limited liability company, with offices at c/o Realty & Mortgage Co., 928 W. Diversey Parkway, Chicago, Illinois, 60614 ("Assignee").

WITNESSETH:

WHEREAS, Assignor desires to assign, and Assignee desires to acquire the Assigned Interest (hereinafter defined).

NOW THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign, transfer and set over unto Assignee Assignor's interest as landlord in and to: (i) all leases, subleases, licenses, concessions and other forms of agreement, for occupancy of all or any portion of the buildings (the "**Buildings**") located on the land described on Schedule 1 annexed hereto and made a part hereof (the "**Premises**"), and all renewals, modifications, amendments, guaranties and other agreements affecting the same (collectively, the "**Leases**"), including without limitation those certain Leases set forth on Schedule 2 attached hereto and incorporated herein by reference, and (ii) all security deposits, prepaid rentals and other deposits, together in each case with all interest accrued thereon which is payable to tenants or occupants under Leases (collectively, the "**Security Deposits**") paid or deposited by tenants or occupants under the Leases and not applied in accordance therewith, as set forth on Schedule 2, receipt of which is hereby acknowledged by Assignee. The items described in clauses (i) and (ii) are collectively the "**Assigned Interest**".
2. Assignee, for itself and its successors and assigns, (i) hereby accepts the foregoing assignment, and (ii) agrees to, and hereby does, assume and agree to keep, pay, perform, observe and discharge all of the terms, covenants, conditions, agreements, provisions and obligations contained in the Leases to be kept, paid, performed, observed, and discharged by the landlord thereunder (or in the case of obligations, arising or accruing) from and after the date hereof.
3. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to any of the Leases that are attributable to the period of time from and after the date of this Assignment.
4. Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any and all third party obligations, liabilities, costs and claims (including reasonable attorney's fees) arising as a result of or with respect to any of the Leases that are attributable to the period of time prior to the date of this Assignment.

Return to

Fidelity National Title
5 Harvard Circle, Ste. 110
West Palm Beach, Fl. 33409 110

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5. Nothing contained in this Assignment shall constitute or be construed as an assignment by Assignor to Assignee of any claims, rights or causes of action which Assignor may have against tenants or occupants under the Leases for rental or other charges due and payable thereunder and properly allocable to periods prior to the date hereof, it being understood and agreed that Assignor expressly reserves all such claims, rights and causes of action and the right to receive, settle and waive all amounts due under the Leases which are properly allocable to periods prior to the date hereof subject to the applicable provisions of the Sales Agreement (as defined below).

6. Except as otherwise set forth in the Sales Agreement, as herein defined, this Assignment is made without representation or warranty, express or implied, by Assignor, subject to all exceptions to title permitted under the Purchase and Sale Agreement dated January 20, 2015 (the "Sales Agreement") by and between Assignor and Assignee, or Assignee's predecessor in interest, and that it has not heretofore assigned or encumbered the Assigned Interest.

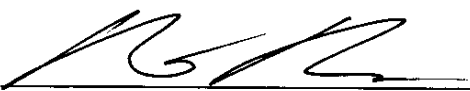
7. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

8. This Assignment may be executed in counterparts, each of which (or any combination of which, signed by all parties) shall be deemed an original, but all of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Assignment of Leases has been executed by Assignor and Assignee as of the day and year first written above.

ASSIGNOR:

RJR WHEELING, LLC, an Illinois limited liability company

By: 
Robert Rivani

Its: Manager

ASSIGNEE:

ORCHARD/BELDEN, L.L.C., an Illinois limited liability company

By: _____
Printed Name: _____

Title: _____

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right to receive, settle and waive all amounts due under the Leases which are properly allocable to periods prior to the date hereof subject to the applicable provisions of the Sales Agreement (as defined below).

5. This Assignment is made without representation or warranty, express or implied, by Assignor, subject to all exceptions to title permitted under the Purchase and Sale Agreement dated January 20, 2015 (the "Sales Agreement") by and between Assignor and Assignee, or Assignee's predecessor in interest, and that it has not heretofore assigned or encumbered the Assigned Interest.

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ASSIGNOR:


RJR WHEELING, LLC, an Illinois limited liability company

By: _____
Robert Rivani

Its: Manager

ASSIGNEE:

ORCHARD/BELDEN, L.L.C., an Illinois limited liability company

By: 
Printed Name: Arnold D. Reder Sr.

Title: Manager

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Schedule 1 to Assignment of Leases

Legal Description:

PARCEL 1 - FEE SIMPLE:

LOT 3 IN PRAIRIE CROSSING SUBDIVISION, BEING A RESUBDIVISION OF PART OF LOT 3 IN G. HECHINGER'S FARM, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 42 NORTH, RANGE 11 AND PART OF LOT 2 IN THE SUBDIVISION OF SECTION 2, TOWNSHIP 42 NORTH, RANGE 11 AND PARTS OF SECTIONS 11 AND 13, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON AUGUST 17, 2005 AS DOCUMENT NO. 0522939034, IN COOK COUNTY, ILLINOIS.

PARCEL 2 - NON-EXCLUSIVE EASEMENT:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS DATED AS OF AUGUST 26, 2005 AND RECORDED AUGUST 30, 2005 AS DOCUMENT 0524239046, FOR THE PURPOSE OF ROAD IMPROVEMENTS, PARKING, ACCESS, STORM WATER DISCHARGE AND DETENTION POND, UTILITIES, GENERAL CONSTRUCTION AND DEVELOPMENT AS SET FORTH IN SAID DOCUMENT, IN COOK COUNTY, ILLINOIS.

PARCEL 3 - NON-EXCLUSIVE EASEMENT:

A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY AN ENCROACHMENT AND EASEMENT AGREEMENT DATED JANUARY 6, 2015 AND RECORDED FEBRUARY 11, 2015 AS DOCUMENT 1504247030, AS AMENDED AND RESTATED IN AMENDED AND RESTATED ENCROACHMENT AND EASEMENT AGREEMENT DATED FEBRUARY 26, 2015 AND RECORDED MARCH 3, 2015 AS DOCUMENT 1506247433, TO CONSTRUCT, INSTALL, USE, MAINTAIN, REPAIR AND REPLACE A DRIVE-THROUGH LANE ON, OVER, ACROSS, UNDER AND THROUGH THAT PART OF LOT 2 IN PRAIRIE CROSSING SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 1, 2 AND 3, TOWNSHIP 47 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 68 DEGREES 21 MINUTES 09 SECONDS WEST ALONG THE SOUTHEASTERLY LINE OF SAID LOT 2, A DISTANCE OF 56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 68 DEGREES 21 MINUTES 09 SECONDS WEST ALONG SAID SOUTHEASTERLY LINE OF LOT 2 A DISTANCE OF 129.54 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 51 SECONDS WEST 9.00 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 09 SECONDS EAST 129.54 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 51 SECONDS EAST 9.00 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Schedule 2 to Assignment of Leases

LEASES

1. Botti Nail World, Inc. – Lease dated October 28, 2014, including any and all amendments.
2. Diversified Graphics Group, LLC – Lease dated October 23, 2013, including any and all amendments.
3. Relaxing the Soul-1, LLC – Lease dated September 7, 2006, including any and all amendments.
4. Subway Real Estate, LLC – Lease dated February 11, 2014, including any and all amendments.
5. Wheeling Westin Donuts, Inc. – Lease dated August 20, 2014, including any and all amendments.
6. WH Spears, LLC – Lease dated September 10, 2013, including any and all amendments.

Property of Cook County Clerk's Office