

# UNOFFICIAL COPY

This instrument was prepared by  
and after recording return to:



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Karen A. Yarbrough  
Cook County Recorder of Deeds  
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## ASSIGNMENT AND ASSUMPTION OF EASEMENTS

This Assignment and Assumption of Easements (this "Assignment") is made this 4<sup>th</sup> day of November, 2015 (the "Effective Date"), by and between COLLATERAL TRUSTEE, INC., an Illinois corporation (along with its successors and assigns, "Assignor"), and MCRIL, LLC, a Virginia limited liability company (along with its successors and assigns, "Assignee").

### WITNESSETH:

WHEREAS, Assignor is the duly-appointed Receiver for the property commonly known as Lincoln Mall Shopping Center and Adjacent Lots which is located at 4441 and 4701 Lincoln Mall Drive, Matteson, Illinois 60443 and which is legally described in Exhibit A attached hereto and made a part hereof (the "Mall Parcel"), pursuant to the court orders attached hereto as Exhibit B and having authority with regard to the Mall Parcel as described therein;

WHEREAS, Assignee is the tenant under a lease (the "Lease") with WEC 98C-5, LLC, a Texas limited liability company, for the property commonly known as 300 Lincoln Mall Drive, Matteson, Illinois 60443, which is legally described in Exhibit C attached hereto and made a part hereof (the "Carson's Parcel");

WHEREAS, by Trustee's Deed dated June 29, 1979 and recorded in Cook County, Illinois as Document 25124512, Assignor's predecessor-in-interest, Chicago Title and Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated July 30, 1971 and known as Trust No. 57855, conveyed a parcel of land immediately north and west of the Carson's Parcel (the "Prairie Parcel") to Prairie Federal Savings and Loan Association, Chicago Heights, a corporation of the United States, and therein retained a perpetual easement over the Prairie Parcel, for the benefit of the Mall Parcel, for the maintenance, repair, replacement in their existing locations, and removal of existing shopping center signs located on or near the Prairie Parcel (the "Prairie Sign Easement"), and a perpetual easement over the Prairie Parcel, for the benefit of the Mall Parcel, for the maintenance, repair, replacement in their existing locations, and removal of existing traffic control signs, light posts, and curbing and paving for a road located on or near the Prairie Parcel (the "Remaining Prairie Easement");

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WHEREAS, by Sign Easement Agreement dated March 27, 1992 and recorded in Cook County, Illinois, as Document 92309501 between Beverly Trust Company, as Trustee under Trust Agreement Number 741523, and Assignor's predecessor-in-interest, Public Employee's Retirement Association of Colorado ("PERAC"), PERAC was granted an easement over a parcel of land immediately north and west of the Carson's Parcel (the "Beverly Parcel"), for the benefit of the Mall Parcel, for the use, operation, maintenance, repair, and replacement of a sign partially located on the Beverly Parcel (the "Beverly Sign Easement"); and

WHEREAS, Assignor desires to assign its rights, title and interests in and obligations under the Prairie Sign Easement and the Beverly Sign Easement (collectively, the "Easements") to Assignee, and Assignee desires to assume such rights, interests, and obligations, subject to the terms and conditions set forth herein.

NOW THEREFORE, for and in consideration of the Premises, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference.
2. Assignment of Easement. Subject to Paragraph 4 below, Assignor hereby conveys, grants, assigns, and transfers to Assignee its rights, title and interests in and obligations under the Easements, and retains its rights, title and interests in and obligations under the Remaining Prairie Easement.
3. Assumption of Easement. Assignee hereby accepts the conveyance, grant, assignment and transfer of Assignor's rights, title and interests in and obligations under the Easements, and expressly assumes the performance of all of Assignor's obligations under the Easements arising from, on, and after the Effective Date to the same extent as if the Assignee were named as the grantee under the Easements, excluding however obligations arising out of the acts or conduct of Assignor prior to the Effective Date.
4. Revocation of Assignment. Upon the Revocation Date (as defined below) associated with the occurrence of any of the following events, the assignment of the Easements pursuant to this Assignment shall be revoked, all of Assignee's right, title, and interest in the Easements shall terminate, all right, title, and interest in the Easements shall revert to Assignor, and the Assignor shall be authorized to record a notice of revocation of this Assignment against the Mall Parcel and the Carson's Parcel:
  - a. Termination for any reason of the Lease, and in such case the "Revocation Date" shall mean the final day of the effective term of the Lease;
  - b. Loss by Assignee of the right to possess the Carson's Parcel for any reason, and in such case the "Revocation Date" shall mean the final day of Assignee's right to possession of the Carson's Parcel;
  - c. The failure of Assignee to continuously operate a department store at the Carson's Parcel, when such failure shall extend for a period of 30 days or

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more, and in such case the "Revocation Date" shall mean the 30th day of Assignee's failure to continuously operate such store; or

- d. Upon the written notice to Assignee of Assignor's intent to revoke this Assignment, and in such case the "Revocation Date" shall mean the 30th day after Assignor's delivery of such notice, which shall be delivered by hand delivery, express delivery service, or certified or registered mail (posted prepaid, return receipt requested) to Assignee at 300 Lincoln Mall Drive, Matteson, Illinois 60443.
5. Indemnification. Assignee agrees to indemnify, defend, and hold Assignor harmless from and against all losses, damages, claims, and liabilities arising as a result of Assignee's performance of, or failure to perform, the covenants, agreements, and obligations of Assignee under the Easements to be kept and performed by Assignee on and after the Effective Date and up until the Revocation Date, and Assignee shall pay all costs and expenses (including reasonable attorney's fees) incurred by Assignor in enforcing this indemnity.
6. Binding Agreement. This Assignment constitutes the entire agreement between the parties hereto with respect to the transaction contemplated herein, and it supersedes all prior understandings or agreements between the parties relative to such assignment and conveyance.
7. Execution of Counterparts. This Assignment may be simultaneously executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
8. Governing Law. This Assignment shall be governed by, and construed in accordance with, the applicable laws of the State of Illinois.
9. Binding Effect. This Assignment shall inure to the benefit of, and shall be binding upon, Assignor and Assignee and each of their respective successors and assigns.

(Signatures on Following Page)



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## EXHIBIT A

### LEGAL DESCRIPTION OF THE MALL PARCEL

PARCEL 1 (MAIN SHOPPING MALL PARCEL):

LOT 1 AND LOT 7 IN THE FINAL PLAT OF LINCOLN MALL RESUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 27, 2006 AS DOC. NO. 0617818028, IN COOK COUNTY, ILLINOIS.

ALSO:

THAT PART OF LOT 1 IN THE RESUBDIVISION OF LOT 9 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 30, 1978 AS DOCUMENT 24693781, COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1 (BEING THE POINT WHERE THE SOUTH LINE OF SAID LOT 1 INTERSECTS THE EAST LINE OF CICERO AVENUE) AND PROCEEDING THENCE EASTERLY ON THE SOUTH LINE OF SAID LOT 1 FOR A DISTANCE OF 10 FEET TO THE POINT OF BEGINNING; THENCE EASTERLY ON SAID SOUTH LINE 30 FEET; THENCE NORTHERLY AT RIGHT ANGLES TO SAID SOUTH LINE 20 FEET; THENCE WESTERLY PARALLEL TO SAID SOUTH LINE 30 FEET THENCE SOUTHERLY 20 FEET TO THE POINT OF BEGINNING IN COOK COUNTY ILLINOIS.

AND:

THAT PART OF LOT 2 IN THE RESUBDIVISION OF LOT 12 IN LINCOLN MALL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 15, 1974 AS DOCUMENT 22684834, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 150.28 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF A CIRCLE TANGENT TO THE LAST DESCRIBED COURSE, CONVEX TO THE NORTHEAST AND HAVING A RADIUS OF 396.11 FEET, A DISTANCE OF 91.89 FEET; THENCE NORTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED COURSE, A DISTANCE OF 61.03 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, A DISTANCE OF 24.64 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

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COMMONLY KNOWN AS LINCOLN MALL SHOPPING CENTER AND ADJACENT LOTS, 4701 LINCOLN MALL DRIVE, MATTESON, ILLINOIS 60443.

PROPERTY INDEX NOS. 31-22-300-041-0000; 31-22-300-055-0000; 31-22-300-064-0000; 31-22-300-065-0000; 31-22-300-070-0000; 31-22-300-071-0000.

PARCEL 2 (JCP STRIP LAND):

LOT 3 IN RESUBDIVISION OF LOT 3 IN THE SECOND FINAL PLAT OF LINCOLN MALL RESUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST QUARTER OF SECTION 22, SOUTHWEST 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 25, 2007 AS DOC NO. 0702515074, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS LINCOLN MALL SHOPPING CENTER AND ADJACENT OUT LOT, 4441 LINCOLN MALL DRIVE, MATTESON, ILLINOIS 60443.

PROPERTY INDEX NO. 31-22-301-039-0000.

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## EXHIBIT B

### IN THE CIRCUIT COURT OF COOK COUNTY ILLINOIS MUNICIPAL DEPARTMENT, SIXTH DISTRICT

VILLAGE OF MATTESON, a municipal corporation,

*Plaintiff,*

vs.

MICHAEL KOHAN, et. al,

*Defendants.*

Case No. 13 M6 002833

### ORDER

This matter coming before the Court on status, due notice having been given and the Court being fully advised:

IT IS HEREBY ORDERED:

1. The Receiver's fees in the amount of \$16,833.00 are approved.
2. The Receiver is granted the authority to assign the easement described in the Assignment and Assumption of Easement attached hereto as Exhibit A.
3. The Village of Matteson is granted leave to file the First Amended Complaint as an unverified pleading; summons to issue.

4. *The Receiver is authorized to enter into the snow removal contract for \$30,000*

4. All matters are continued for status to 10/30/15 at 2:00 p.m.

ENTERED:

ENTERED  
SIXTH MUNICIPAL DISTRICT  
CIRCUIT COURT, COOK COUNTY

OCT 06 2015

JUDGE  
LEONARD BROWN  
CLERK OF CIRCUIT COURT

October 6, 2015

This Order Was Prepared By:

TAFT STETTINIUS & HOLLISTER LLP  
111 East Wacker Drive, Suite 2800  
Chicago, Illinois 60601  
Firm I.D. No. 2914

9594335.2

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## EXHIBIT C

### LEGAL DESCRIPTION OF THE CARSON'S PARCEL

LOT 2 IN LINCOLN MALL SUBDIVISION, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 1972, AS DOCUMENT 21840371, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS 300 LINCOLN MALL DRIVE, MATTESON, ILLINOIS 60443.

PROPERTY INDEX NO. 31-22-300-023-0000.