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THIS DOCUMENT PREPARED BY:

DYKEMA GOSSETT PLLC
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Chicago, Illinois 60606



Doc#: 1614729042 Fee: \$128.00
RHSP Fee:\$9.00 RPRF Fee: \$1.00
Karen A.Yarbrough
Cook County Recorder of Deeds
Date: 05/26/2016 11:31 AM Pg: 1 of 46

AFTER RECORDING RETURN TO:

DYKEMA GOSSETT PLLC
Orly Henry, Esq.
10 S. Wacker Drive, Suite 2300
Chicago, Illinois 60606

NOTICE OF LIEN

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The claimant, MW CELL REIT 1 LLC, a Delaware limited liability company ("Claimant"), with a mailing address of c/o Crown Castle USA Inc., Attn: Legal – Real Estate Department, 2000 Corporate Drive, Canonsburg, Pennsylvania 15317, hereby files this Notice of Lien on the real estate described herein (the "Real Estate") and against the interest of the following persons in the Real Estate:

Alex Adams and Carol Adams, as joint tenants;

Christina Adams;

Tawfik Tawil and Azizeh Tawil, as joint tenants;

Lariba Group, LLC;

and any person claiming an interest in the Real Estate by, through, or under the above-named persons with interests in the Real Estate.

Claimant states as follows:

1. On or about December 23, 1998, and thereafter, Alex Adams and Carol Adams owned fee simple title to the Real Estate legally described below with PIN Numbers 26-07-303-003-0000, 26-07-303-004-0000, 26-07-303-016-0000, and 26-07-303-022-0000 (including all land and improvements thereon), in Cook County, Illinois, commonly known as 10337 South Torrence Avenue, Chicago, Illinois:

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THAT PART OF LOTS 9 TO 17, INCLUSIVE AND THE 20 FOOT-VACATED ALLEY EAST OF AND ADJOINING SAID LOTS 12 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH 3/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID 20-FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4-1/2 INCHES NORTH OF THE SOUTH LINE OF LOT 21 EXTENDED EAST, (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE 1-STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY); THENCE WESTERLY ALONG THE SOUTH LINE OF SAID 1-STORY BRICK BUILDING AND EXTENDED EAST TO THE 20-FOOT ALLEY, A DISTANCE OF 76.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID 1-STORY BRICK BUILDING, A DISTANCE OF 61 FEET 8 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID 1-STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 9 INCHES TO ANOTHER CORNER OF SAID BUILDING, (WHICH IS ALSO A CORNER OF A 1-STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID 1-STORY BRICK BUILDING, A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID 1-STORY BRICK BUILDING; THENCE NORTH 16 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID 1-STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID 1-STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH 00 DEGREE, 00 MINUTE, 00 SECOND EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 73 DEGREES, 13 MINUTES, 05 SECONDS EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20- FOOT VACATED ALLEY SOUTH 89 DEGREES, 32 MINUTES, 19 SECONDS EAST, A DISTANCE OF 168.16 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

ALSO DESCRIBED AS FOLLOWS:

THAT PART OF LOTS 9 TO 17, INCLUSIVE AND THE 20 FOOT-VACATED ALLEY EAST OF AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH 3/4 OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN SOUTH OF THE INDIAN BOUNDARY LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID 20-FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4-1/2 INCHES NORTH OF THE SOUTH LINE OF LOT 21 EXTENDED EAST TO THE POINT OF BEGINNING, THENCE WESTERLY EXTENDED EAST FROM THE 20-FOOT VACATED

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ALLEY, A DISTANCE OF 76 FEET; THENCE NORTH ALONG THE WEST LINE THEREOF, A DISTANCE OF 61 FEET 8 INCHES TO A POINT; THENCE EAST A DISTANCE OF 0.36 FEET; THENCE NORTH A DISTANCE OF 38 FEET 10 INCHES; THENCE WEST A DISTANCE OF 25 FEET 9 INCHES; THENCE NORTH ALONG THE WEST LINE OF SAID TRACT A DISTANCE OF 24 FEET 9 INCHES; THENCE WESTERLY A DISTANCE OF 44 FEET 10 INCHES; THENCE NORTH 16 FEET 3 INCHES TO THE CORNER THEREOF, THENCE WESTERLY A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 BEING THE EASTERLY RIGHT OF WAY LINE OF TORRENCE AVENUE NORTH 01 DEGREE, 14 MINUTES, 15 SECONDS WEST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 73 DEGREES, 13 MINUTES, 05 SECONDS EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE EAST ALONG THE SOUTHERLY LINE OF SAID LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20- FOOT VACATED ALLEY; THENCE SOUTH 89 DEGREES, 32 MINUTES, 19 SECONDS EAST, A DISTANCE OF 168.16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

2. Alex Adams, Carol Adams and Christina Adams are collectively referred to herein as "Original Landlord". Claimant and Original Landlord are parties to that certain Purchase and Sale of Lease and Successor Lease dated May 2, 2007 (the "Agreement"), a Memorandum of which was recorded with the Cook County Recorder on June 1, 2007 as document number 0715209032, whereby Claimant purchased Original Landlord's interest in a certain lease in exchange for valuable consideration. A copy of the Agreement and the recorded memoranda evidencing the assignment of the Agreement to Claimant are attached hereto as **Group Exhibit "A"**.

3. The Agreement requires Original Landlord to pay all taxes, charges and other obligations that are or could become liens against the Real Estate.

4. Pursuant to a Quit Claim Deed recorded with the Cook County Recorder on March 17, 2015 as document number 1507613080, Alex Adams and Carol Adams purported to convey the Real Estate to Tawfik Tawil and Azizeh Tawil, not as tenants in common, but as joint tenants (collectively, the "Tawils").

5. Pursuant to a Quit Claim Deed recorded with the Cook County Recorder on March 17, 2015 as document number 1507613079, the Tawils purported to convey the Real Estate to Lariba Group, LLC ("Lariba").

6. The Tawils and Lariba are collectively referred to herein as the "Successor Landlords". As a consequence of the purported conveyances described in paragraphs 4 and 5 above, Successor Landlords are bound by the Agreement and are obligated to pay all taxes, charges and other obligations that are or could become liens against the Real Estate.

7. Original Landlord and Successor Landlords failed to pay the 2013, 2014 and 2015 1st Installment property taxes on the Real Estate. Pursuant to its rights under the Agreement, Claimant paid said taxes in the total amount of \$16,181.85. Copies of the Payment Confirmations are attached hereto as **Group Exhibit "B"**. Claimant is now exercising its right under the Agreement to file this Notice of Lien for the amount that is owed.

8. As of the date hereof, there is due, unpaid and owing to Claimant the sum of \$16,181.85, plus interest, for Claimant's payment of the 2013, 2014 and 2015 1st Installment property taxes on the Real Estate. Pursuant to the Agreement, Claimant claims a lien on the Real Estate (including all land and improvements thereon) in the amount of \$16,181.85, plus interest,

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for Claimant's payment of the 2013, 2014 and 2015 1st Installment property taxes on the Real Estate.

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Property of Cook County Clerk's Office



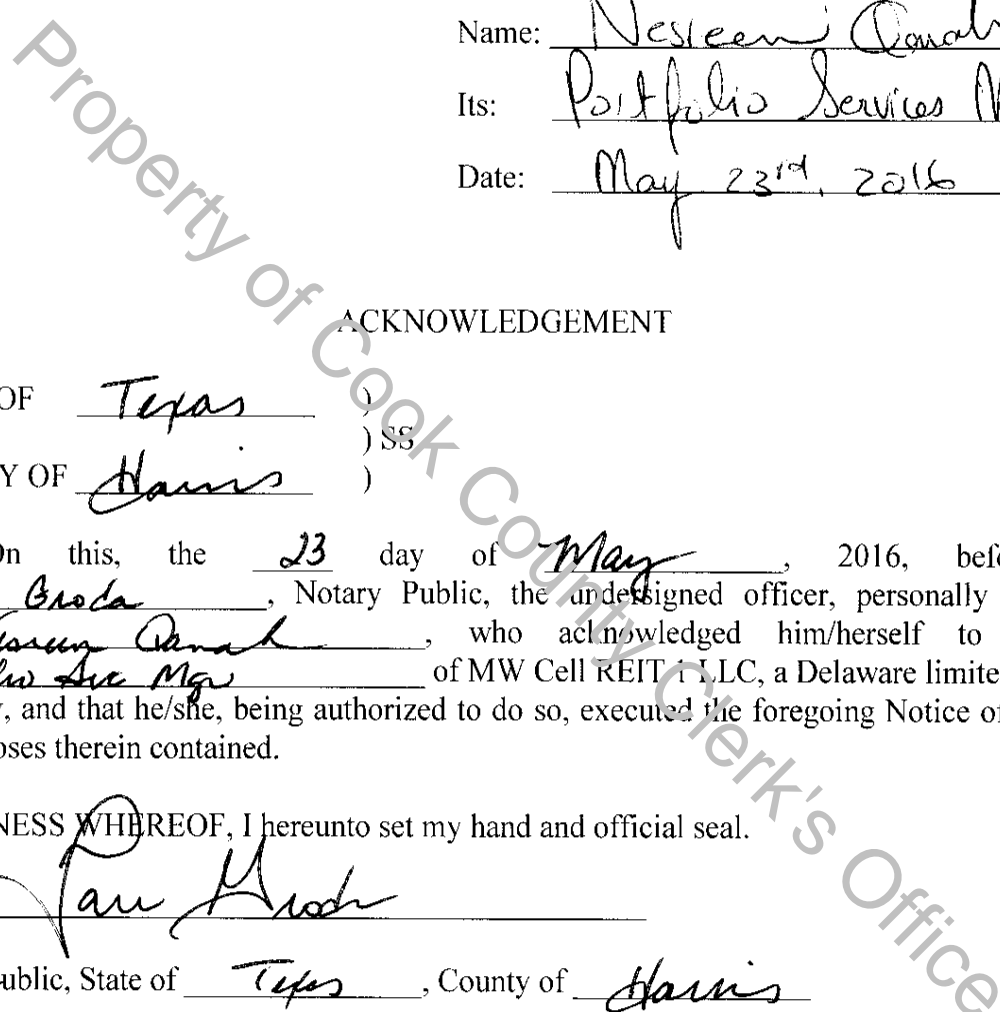
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IN WITNESS WHEREOF, Claimant has executed this Notice of Lien as of the date this 23 day of May, 2016.

CLAIMANT

MW CELL REIT 1 LLC,
a Delaware limited liability company

By: Nesreen Qanah
Name: Nesreen Qanah
Its: Portfolio Services Manager
Date: May 23rd, 2016



ACKNOWLEDGEMENT

STATE OF Texas)
) SS
COUNTY OF Harris)

On this, the 23 day of May, 2016, before me Tara Groda, Notary Public, the undersigned officer, personally appeared Nesreen Qanah, who acknowledged him/herself to be the Portfolio Svc Mgr of MW Cell REIT 1 LLC, a Delaware limited liability company, and that he/she, being authorized to do so, executed the foregoing Notice of Lien for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Tara Groda

Notary Public, State of Texas, County of Harris
My Commission Expires: 2/14/2018



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GROUP EXHIBIT A

PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE

[SEE ATTACHED]

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BASIC INFORMATION

WCP Number: 53329 Site Number: _____

Site Name: Adams/Voicestream

Landlord: Alex Adams, Carol Adams, & Christina Adams

Site Address: 10337 S Torrence Ave, Chicago, IL 60617

Purchase Price: \$61,000.00

Reversion Date: June 1, 2023

PURCHASE AND SALE OF LEASE AND
SUCCESSOR LEASE

(Lease)

This Purchase and Sale of Lease and Successor Lease (this "Agreement") is made as of May 2, 2007 by and between WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP"), and the person identified as Landlord on the signature page hereof ("Landlord").

Landlord, as lessor, and Cook Inlet Voicestream PCS, LLC, as lessee ("Tenant"), are parties to that certain lease, a copy of which is attached hereto as Exhibit A (the "Lease") with respect to the premises therein described (the "Premises"). For the purposes of this Agreement, the term "Premises" shall include Landlord's right, title and interest in and to any tower, equipment and other personal property located on the Premises. If there is more than one Tenant, Lease and/or Premises, then each covenant, representation and warranty made or given herein by Landlord with respect to "Tenant", the "Lease" or the "Premises" shall be and hereby is deemed made and given with respect to each of them, individually, and all of them, collectively.

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

1. Purchase Price.

On the closing date ("the Effective Date"), WCP shall pay to Landlord, in consideration for the rights and interests granted by Landlord to WCP herein, a one-time lump-sum amount equal to the "Purchase Price" set forth in the box entitled "Basic Information" above. Landlord shall not be entitled to any other compensation, fees, commissions, reimbursements, contributions or other payments under this Agreement or otherwise in connection with the sale or assignment of rights under the Lease, the performance of Landlord's other obligations under this Agreement or under any other documents executed in connection herewith.

2. Assignment of Lease.

(a) Effective upon the Effective Date, Landlord shall and hereby does sell, assign, set over, convey and transfer to WCP all of Landlord's right, title and interest in and to the Lease for and with respect to the period commencing on the Effective Date and ending on the "Reversion Date" set forth in the box entitled "Basic Information" above. Without limiting the generality of the foregoing, WCP shall have the sole and exclusive right to (i) receive and collect all rent, income, charges, interest, penalties, fees and other revenue payable by or on behalf of Tenant to Landlord under the Lease, or otherwise with respect to the occupancy, use or enjoyment of the Premises, whether described as base rent, additional, holdover rent or otherwise (collectively, "Rent"), including without limitation any a Monthly Rent Payment (as defined herein) payable with respect to the period prior to the Reversion Date (provided that payments in respect of real property taxes and assessments shall to the extent payable to the lessor under the Lease, be paid by Tenant to Landlord); (ii) enforce all of the lessor's rights and remedies under the Lease and applicable law at such time, in such manner and in such order or combination as WCP deems appropriate in WCP's sole and absolute discretion; (iii) commence, defend and compromise any action or proceeding relating to Tenant's obligations under the Lease and to retain and direct counsel of its choosing in any such action or proceeding; (iv) file, pursue, defend and compromise any claim or adversary proceeding in any bankruptcy, insolvency or similar proceeding relating to Tenant's obligations under the Lease; (v) accept or decline a surrender or abandonment of the Premises by Tenant; (vi) continue the Lease in effect after Tenant's breach, or waive performance by Tenant of any covenant of the Lease; (vii) terminate, revoke or cancel the Lease for any reason permitted under the Lease or under applicable law; (viii) extend or renew the term of the Lease from time to time (but not beyond the Reversion Date), or decline to do so; (ix) collect and receive any holdover rent, (x) terminate any holdover tenancy; (xi) determine or re-determine the expiration date or termination date of the Lease; (xii) grant or withhold consent to any assignment or sublease by Tenant under the Lease; and (xiii) take any other action which the lessor is permitted to take under the Lease or under applicable law with respect to Tenant's obligations under the Lease or tenancy of the Premises. From and after the Effective Date, Landlord shall not, other than to the extent required herein or requested in writing by WCP, exercise or enjoy any of the rights or remedies of lessor under the Lease.

(b) Nothing contained herein, and no action or forbearance on the part of WCP, shall constitute or be construed as an assumption by WCP of any obligation or liability of Landlord under the Lease or in respect of the Premises, whether arising or accruing prior to, on or after the Effective Date. Without limiting the generality of the foregoing, neither the collection of Rent by WCP, the

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enforcement of the lessor's rights and remedies under the Lease nor the taking of any action which the lessor is permitted to take under the Lease, or any combination of the foregoing, shall constitute or be construed as an assumption by WCP of any obligation or liability of Landlord under the Lease or in respect of the Premises. Landlord and WCP agree that Landlord shall retain possession and control of all security deposits and WCP shall have no obligation with respect to any such security deposit or other security. WCP shall not have any liability or obligation with respect to the care, management or repair of the Premises or any land adjacent thereto, or any improvements thereon, or for any injury or damage sustained by any Person (as defined below) in, on, under or about the Premises.

(c) The foregoing sale and assignment is a present, absolute, unconditional and irrevocable sale and assignment.

3. Landlord's Obligations With Respect to Leases.

Landlord shall continue to pay, perform and otherwise discharge all obligations and liabilities of the lessor under the Lease and in respect of the Premises, whether arising prior to, on or after the Effective Date. Without limiting the generality of the foregoing, Landlord shall (a) fully, faithfully and timely perform all covenants to be performed by the lessor under the Lease; (b) not suffer or allow any breach, default or event of default by the lessor to occur thereunder; (c) not take any action for the purpose, or with the effect, of inducing or causing Tenant to exercise, or not to exercise, a right to renew or extend the Lease; and (d) not perform or discharge any obligation or liability of lessor under the Lease, or fail to do so, in a manner that would (i) hinder, delay or otherwise adversely affect WCP's receipt and collection of Rent or the exercise by WCP of any of its other rights and remedies under the Lease; (ii) give rise to any offset or deduction by Tenant, or the withholding by Tenant of Rent for any cause or reason whatsoever, or the assertion of any such right by Tenant. By way of illustration and not limitation, Landlord shall not threaten or commence any action or proceeding against Tenant with respect to Tenant's obligations under the Lease or file or pursue any claim or adversary proceeding against Tenant in any bankruptcy, insolvency or similar proceeding with respect to Tenant's obligations under the Lease. Landlord shall not, without the prior written consent of WCP, (i) amend or modify the Lease in any respect, or (ii) exercise, or purport or threaten to exercise, any of the rights granted by Landlord to WCP hereunder.

4. Cooperation by Landlord.

From time to time hereafter, (i) Landlord shall promptly furnish to WCP such information (including documents and records in Landlord's possession, custody or control) regarding the Lease, the Premises and Tenant as WCP

reasonably requests; (ii) Landlord shall provide access to the Premises (to the extent not prohibited by the Lease) for the purpose of WCP's inspection of the Premises and improvements thereon, and such other purposes as WCP reasonably deems appropriate. Landlord shall deliver to WCP a copy of any written communication that Landlord delivers to Tenant at the same time and in the same manner that such communication is delivered by Landlord to Tenant. Landlord shall promptly deliver to WCP a copy of any written communication that Landlord receives from Tenant or any other person relating to the Lease or the Premises. Landlord shall keep WCP reasonably informed of any other communications between Landlord and Tenant, and of any other notices or communications from any other entity, trust, association or individual (each, a "Person") that relates to the Lease or the Premises.

5. Removal/Restoration.

If WCP so elects, all antennas, telecommunications equipment, alterations and other improvements made to or brought to the Premises (collectively, the "Improvements") by Tenant shall become and/or remain Tenant's personal property irrespective of whether all or any portion thereof is deemed to be real property under applicable law. Landlord waives any rights it may have, including rights it may have in its capacity as original lessor under the Lease or lessor under the Successor Lease (as defined below) to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Improvements or any portion thereof. WCP may authorize Tenant to remove the Improvements or any portion thereof at any time during the term of the Lease or the Successor Lease, without notice to Landlord and without Landlord's further consent. WCP may authorize Tenant to convey title to the Improvements or any portion thereof to Landlord at any time during the term of the Lease or the Successor Lease without notice to Landlord and without Landlord's further consent.

6. Notice to Tenant.

On or prior to the Effective Date, Landlord shall execute and furnish to WCP a notice (the "Tenant Notification Letter") in the form of Exhibit B attached hereto. Within three calendar days of the Effective Date, Landlord shall deliver an original or copy of the Tenant Notification Letter to Tenant. Landlord shall be responsible for taking such other action as is necessary or appropriate to give Tenant actual notice of the sale and assignment of the Lease, and to cause Tenant to commence payment and delivery of Rent directly to WCP. WCP may elect also to deliver an original or copy of the Tenant Notification Letter to Tenant at such time or times after the Effective Date that WCP deems appropriate. After the Effective Date, Landlord shall notify WCP by facsimile transmission within 1 calendar day of

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Landlord's receipt of any payment in respect of Rent, and Landlord shall forward such payment to WCP within 1 business day (a) by reputable overnight courier service which provides package tracking services (if such payment was received by Landlord by check or other negotiable instrument; provided Landlord shall endorse such negotiable instrument in favor of WCP prior to forwarding it to WCP) or (b) by wire transfer (if such payment was received by Landlord in any other form). If Landlord fails or refuses to forward any such payment to WCP within the time and in the manner provided herein, then, in addition to its other rights and remedies hereunder, WCP shall be entitled to receive a processing fee equal to the greater of (a) \$500 and (b) 15% of such payment.

7. Impositions.

Landlord shall pay and perform in a timely manner all mortgages that are liens against the Premises. Landlord shall pay or cause to be paid prior to delinquency, all taxes, charges and other obligations ("Impositions") that are or could become liens against the Premises, whether existing as of the date hereof or hereafter created or imposed, and WCP shall have no obligation or liability therefor. Without limiting the generality of the foregoing, except to the extent taxes and assessments are the obligation of Tenant under the Lease, Landlord shall be solely responsible for payment of all taxes and assessments now or hereafter levied, assessed or imposed upon the Premises, or imposed in connection with the execution, delivery, performance or recordation of this Agreement, including without limitation any sales, income, documentary or other transfer taxes. WCP may from time to time as WCP deems appropriate file, record, serve and/or deliver a request for notice of default, deficiency or sale upon any Person to whom an Imposition is payable.

8. WCP's Remedies.

(a) If any Imposition, or any installment thereof, is not paid within the time hereinabove specified, and if such Imposition is or could become senior in right of payment or foreclosure to this Agreement, then WCP shall have the right, but not the obligation, from time to time and at any time, in addition to its other rights under this Agreement and applicable law, to pay and/or discharge such Imposition, together with any penalty and interest thereon, and Landlord shall reimburse WCP therefor immediately upon payment by WCP thereof. If WCP so elects by written notice to Landlord, then the amount reimbursable by Landlord to WCP shall constitute a lien upon Landlord's right, title and interest in the land upon which the Premises are located, and such lien may be foreclosed privately or judicially if and to the extent permitted by applicable law. If and to the extent permitted by applicable law, WCP shall be subrogated to the rights of the Person to whom the Imposition was due,

and such lien shall have such priority and benefit from such other rights and remedies, including foreclosure, as were formerly available to such Person with respect to the Imposition. AA
ET

(b) If WCP determines in its reasonable discretion that Landlord has failed, after reasonable notice and opportunity, to perform any covenant, obligation or duty which Landlord is bound to perform under the Lease, the Successor Lease or any other agreement or applicable law relating to the Lease, the Successor Lease (as defined below) or the Premises, then WCP shall have the right, but not the obligation, from time to time and at any time, to perform such covenant, obligation or duty, and Landlord shall, within 30 days of receipt of an invoice therefor, reimburse WCP for all costs and expenses incurred by WCP in connection therewith, together with an administrative fee, in an amount not less than \$250, as reasonably determined by WCP.

(c) In addition to its other rights and remedies under this Agreement and applicable law, WCP may enforce this Agreement by specific performance, injunction, appointment of a receiver and any other equitable rights and remedies available under applicable law, it being acknowledged by Landlord that money damages may not be an adequate remedy for the harm caused to WCP by a breach or default by Landlord under this Agreement, and Landlord waives the posting of a bond in connection therewith.

9. Successor Lease.

(a) Upon the expiration of the term of the Lease (including without limitation any expiration resulting from an election by Tenant not to exercise a right to renew or extend the Lease or the failure, whether inadvertent or otherwise, to exercise any such right) or upon the termination of the Lease for any reason (including without limitation any termination resulting from (x) a default or breach by Tenant, (y) a rejection or deemed rejection of the Lease in bankruptcy), Landlord shall and hereby does irrevocably lease (the "Successor Lease") the Premises to WCP, for a term commencing upon the expiration or termination of the Lease and ending upon the Reversion Date, upon terms and conditions which are identical to those in the Lease, provided however, that (i) WCP shall be named as tenant in the place and stead of Tenant; (ii) the term shall be as stated in the preceding clause; (iii) WCP shall have no obligation to pay Rent of any kind or nature to Landlord during, for or with respect to any period prior to the Reversion Date, it being understood that part of the Purchase Price is prepayment in full for the lease rights provided in this Section; (iv) such lease shall be freely assignable or subleasable by WCP, in whole or in part, on such terms and conditions as WCP deems appropriate, and WCP shall be entitled to the proceeds and rent therefrom which proceeds and rent shall be included in

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Rent; (v) WCP shall have no obligation to cure any defaults of Tenant under the Lease, and in the new lease Landlord shall waive any defaults arising from facts and circumstances then existing; (vi) WCP shall have an easement or license for access and utility purposes upon the same terms as any such easement or license then or previously benefiting Tenant, as well as a license to enter upon Landlord's land for the purpose of laying down existing improvements and erecting new ones, and for staging of construction materials; (vii) WCP shall have the right to vacate the Premises at any time or from time to time without terminating the Lease; and (viii) WCP shall have the right to surrender the Premises and terminate all of its obligations theretofore or thereafter arising under such a lease by executing and delivering and/or recording a quitclaim therefor at any time, which quitclaim shall be effective as of the date stated therein.

(b) Upon written request of WCP, WCP and Landlord shall promptly and in good faith negotiate, execute and deliver such a new agreement evidencing such lease. Prior to the execution and delivery of such a lease, this Agreement shall constitute good and sufficient evidence of the existence of such agreement, and WCP shall have the immediate right to the possession, use and enjoyment of the Premises following the expiration or termination of the Lease regardless whether such a lease is then being negotiated or has yet been executed or delivered. As between Landlord and WCP, WCP shall have the right, but not the obligation, to use and enjoy any improvements or equipment installed or constructed by Tenant upon the Premises. The rights granted to WCP in this Section are presently vested, irrevocable property interests.

10. Representations.

Landlord hereby represents and warrants to WCP, as of the date hereof, that:

(a) The Lease, this Agreement and all other documents executed by Landlord in connection therewith constitute the legal, valid and binding obligation of Landlord, enforceable against Landlord in accordance with their terms.

(b) The execution, delivery and performance by Landlord of the Lease, this Agreement and such other documents do not and will not violate or conflict with any provision of Landlord's organizational documents (if Landlord is an organization) or of any agreement to which Landlord is a party or by which Landlord or the Premises is bound and do not and will not violate or conflict with any law, rule, regulation, judgment, order or decree to which Landlord is subject.

(c) Any permits, licenses, consents, approvals and other authorizations which are necessary or appropriate in connection with Landlord's execution, delivery or

performance of the Lease, this Agreement and such other documents have been obtained by Landlord and are and will remain in full force and effect. AA
CA

(d) There is no pending or threatened action, suit or proceeding that, if determined against Landlord, would adversely affect Landlord's ability to enter into the Lease, this Agreement or such other documents or to perform its obligations hereunder or thereunder.

(e) A true, correct, and complete copy of the Lease (including all amendments, modifications, supplements, waivers, renewals and extensions thereof) and of each memorandum of lease, memorandum of commencement, non-disturbance agreement, estoppel certificate, assignment, sublease and other instrument or agreement executed by Landlord or Tenant in connection therewith or relating thereto, together with all amendments or supplements thereof (if any) is attached hereto as Exhibit A.

(f) Landlord owns 100% of the fee title to the Premises, subject to no lien, encumbrance or exception other than those, if any, disclosed in the preliminary title report referred to on Exhibit C. Landlord owns 100% of the lessor's right, title and interest in and to the Lease, subject to no lien, encumbrance or exception other than those, if any, disclosed on the preliminary title report referred to on Exhibit C. Except as disclosed on the preliminary title report referred to on Exhibit C, Landlord has not previously deeded, granted, assigned, mortgaged, pledged, hypothecated, alienated or otherwise transferred any of its right, title and interest in and to the Lease or the Premises to any other Person.

(g) Other than the Lease, there are no agreements, arrangements or understandings to which Landlord is a party or by which Landlord is bound, relating to the Lease or to the Premises. The Lease constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms.

(h) The name, address (including individual contact) and facsimile number for giving of notices by Landlord to Tenant under the Lease are accurately set forth on Exhibit C attached hereto. Without taking into consideration any right of Tenant to extend or renew the Lease, the Lease expires on the date (the "Expiration Date") set forth on said Exhibit C. Tenant has no right to extend or renew the Lease except as set forth on said Exhibit C.

(i) The sums (each, "a Monthly Rent Payment") payable by Tenant to Landlord from and after the date hereof under the Lease in respect of base rent are set forth on Exhibit C attached hereto, together with the date or dates upon which each such a Monthly Rent Payment is payable. The a Monthly Rent Payment is subject to adjustment or re-calculation only at the time and in the

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manner, if any, set forth on said Exhibit C. Tenant has no right of offset or deduction, and, except as set forth on said Exhibit C, no period of free or reduced rent, with respect to any Monthly Rent Payment due or payable after the date hereof. Except as set forth on said Exhibit C, Tenant has not paid, and Landlord has not collected, any Rent in respect of any period more than 30 calendar days from the date hereof, nor has Landlord received any security deposit, letter of credit, guaranty or other security for Tenant's obligation for payment of Rent.

(j) Landlord has not breached or defaulted upon Landlord's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by Landlord under the Lease. To the best of Landlord's knowledge, Tenant has not breached or defaulted upon Tenant's obligations under the Lease, and no fact or circumstance presently exists which, with the giving of notice or lapse of an applicable cure period, or both, would constitute a breach or default by Tenant under the Lease. At no time prior to the date hereof has Landlord delivered or received notice of a breach or default by either Landlord or Tenant under the Lease or notice of the existence of a fact or circumstance which, with the giving of notice or the lapse of an applicable cure period, or both, would constitute a breach or default by either Landlord or Tenant under the Lease. Tenant has not notified Landlord of any intention or desire to terminate the Lease or surrender or abandon the Premises. Without limiting the generality of the foregoing, Tenant has not notified Landlord of the existence of a fact or circumstance the continuance of which would cause Tenant (or would have a reasonable likelihood of causing Tenant) to terminate the Lease or surrender or abandon the Premises, or to withhold payment of any Rent or fail to extend or renew the Lease.

(k) Tenant's use and enjoyment of the Premises does not depend upon any license or easement (other than licenses and easements that may be granted in the Lease) for access or utility purposes. If Tenant's use and enjoyment of the Premises depends upon any such license or agreement, then Landlord hereby assigns all of its right, title and interest in and to such license or agreement to WCP and such license or agreement shall, for the purposes of this Agreement, be deemed to be included in the term "Lease".

11. Memorandum.

On or prior to the Effective Date, Landlord shall deliver to WCP two originals of a Memorandum of Purchase and Sale of Lease and Successor Lease in the form of Exhibit D attached hereto (the "Memorandum"), duly executed by Landlord and otherwise in recordable form. WCP may record the Memorandum in the real property records of the jurisdictions in which the Premises are located,

and in such other place or places as WCP deems appropriate. WCP's interest in the Lease and the Premises are intended to and shall be an interest in real property. Notwithstanding the foregoing, WCP may elect to file in such place or places as WCP deems appropriate one or more financing and continuation statements under the Uniform Commercial Code naming Landlord as debtor and the Lease, the Rent and the proceeds thereof as collateral, and in the event that WCP's interest in such collateral is later determined to be an interest in personal property rather than in real property, then Landlord agrees that this Agreement shall constitute a pledge and security agreement with respect to such collateral and that WCP shall have a perfected security interest in such collateral. AA
CA

12. Casualty and Eminent Domain.

Landlord shall promptly notify WCP of any casualty to the Premises or the exercise of any power of eminent domain, or threat thereof, relating to the Premises, or any portion thereof. WCP shall be entitled to receive any insurance proceeds or condemnation award attributable to the value of the lessor's interest under the Lease for the period commencing on the Effective Date and ending on the Reversion Date. Landlord shall not settle or compromise any insurance claim or condemnation award relating to the Premises except upon 30 days prior written notice to WCP.

13. Further Assurances.

The parties shall, from time to time, upon the written request of the other party, promptly execute and deliver such certificates, instruments and documents and take such other actions as may be appropriate to effectuate or evidence the terms and conditions of this Agreement or to enforce all rights and remedies hereunder or under the Lease.

14. Notices.

Any notice required or permitted to be given hereunder shall be in writing and shall be served by personal delivery, by facsimile transmission or by Federal Express or another reputable overnight courier service, addressed to the party to be notified. If there is any dispute regarding the actual receipt of notice, the party giving such notice shall bear the burden of providing reasonably satisfactory evidence of such delivery or receipt. For the purposes of the foregoing, the addresses of the parties shall be as set forth below their names on the signature page hereof.

15. Entire Agreement.

This Agreement, and the instruments and agreements referred to herein, constitute the entire agreement between Landlord and WCP with respect to the subject

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matter hereof. Without limiting the generality of the foregoing, Landlord acknowledges that it has not received or relied upon any advice of WCP or its representatives regarding the tax effect or attributes of the transactions contemplated hereby.

16. Counterparts.

This Agreement may be executed in counterparts each of which, when taken together, shall constitute a single agreement.

17. Amendments, Etc.

This Agreement may be amended, modified or terminated only by a writing signed by the party against whom it is to be enforced. No act or course of dealing shall be deemed to constitute an amendment, modification or termination hereof.

18. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto. The obligations of Landlord hereunder, shall burden the land upon which the Premises are located, and shall run with such land. Notwithstanding the foregoing, Landlord may not assign or otherwise transfer, voluntarily or involuntarily, any of its rights under this Agreement to any person other than to a successor owner of all of Landlord's fee title in and to the Premises without WCP's written consent, which WCP shall be entitled to give or withhold in its sole and absolute discretion, and WCP shall not be obligated to recognize any such assignment or transfer unless and until such successor owner delivers an assumption of all of Landlord's obligations under this Agreement in writing on WCP's then standard form of agreement therefor. WCP may from time to time sell, convey, assign, mortgage, pledge, encumber, hypothecate, securitize or otherwise transfer some or all of WCP's right, title and interest in and to this Agreement, the Lease and/or the documents executed and delivered in connection herewith and therewith without notice to or consent of Landlord. Upon request by WCP, Landlord shall in writing acknowledge a proposed or completed transfer by WCP and confirm that Landlord's consent thereto is not required.

19. No Third Party Beneficiaries.

Nothing express or implied in this Agreement is intended to confer any rights or benefits on any Person other than Landlord and WCP, and their permitted successors and assigns.

20. Governing Law.

AA
CA
(A) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE STATE IN WHICH THE PREMISES ARE LOCATED, THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS THEREOF. THIS AGREEMENT SHALL OTHERWISE BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH THE PREMISES ARE LOCATED.

(B) EACH PARTY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING TO ENFORCE OR INTERPRET THIS AGREEMENT.

(C) EACH PARTY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPERIOR COURT OF LOS ANGELES COUNTY AND FOR THE U.S. DISTRICT COURT - CENTRAL DISTRICT OF CALIFORNIA, AND EACH PARTY WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE IN SUCH COURT, WHETHER ON THE BASIS OF INCONVENIENT FORUM OR OTHERWISE.

21. Attorney's Fees.

In any action or proceeding brought to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs, and of its other expenses, costs and losses, including internal and administrative costs and losses associated with any breach of default. All damages or other sums payable by one party to another hereunder shall bear interest from the date incurred or payable until paid at a rate equal to the lesser of (a) 10% per annum or (b) the highest rate permitted by applicable law.

22. Severability.

If any provision of this Agreement is invalid, illegal or unenforceable in any respect, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability, and the remaining provisions shall remain in full force and effect so long as the economic and legal substance of the transactions contemplated hereby, taken as a whole, are not affected thereby in a materially adverse manner with respect to either party.

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AA
CA


23. Joint and Several Liability.

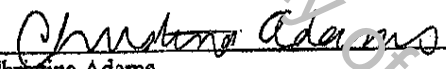
Each person or entity constituting Landlord shall be jointly and severally liable for all of the obligations of Landlord under this Agreement.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have caused this Agreement to be duly executed as of the date first written above.

LANDLORD:

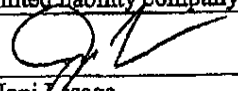

Alex Adams


Carol Adams


Christina Adams

Address: 10337 S Torrence Ave
Chicago, IL 60617
Fax: 773-731-8954

WCP:
WIRELESS CAPITAL PARTNERS, LLC, a
Delaware limited liability company

By: 
Name: Joni Lesage
Title: Treasurer

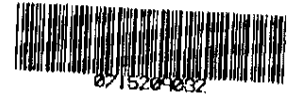
Address: 11900 W Olympic Blvd, Suite 400
Los Angeles, California 90064
Attn: Operations Manager
Fax: (310) 481-8700

PROPERTY OF COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY**EXHIBIT C
TO PURCHASE AND SALE OF LEASE**AA
CA**(NOTE TO LANDLORD: Landlord to complete and/or verify)**

Tenant Name:	Cook Inlet/Voicestream PCS, LLC
Tenant Address:	3650 131st Ave SE Ste 200, Bellevue, WA 98006
Tenant Telecopy/Facsimile:	
Expiration Date:	August 22, 2030, (including options to extend)
Tenant's Option or Renewal Rights:	Current term expires on August 22, 2010, with four (4) options to extend at five (5) years each, with a final expiration date of August 22, 2030
Current a Monthly Rent Payment:	\$690.00
Adjustment or Recalculation of a Monthly Rent Payment:	15% per term
Security Deposit:	\$0.00
Preliminary Title Report:	Commitment No. NAT# 14622 07-00078, issued by North American Title Co., dated January 19, 2007

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Doc#: 0715209032 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/01/2007 10:33 AM Pg: 1 of 6

Exhibit

THIS DOCUMENT WAS PREPARED BY:
WIRELESS CAPITAL PARTNERS, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, CA 90064
Attn: Service Manager

AFTER RECORDING RETURN TO:
NORTH AMERICAN TITLE
2200 Post Oak Blvd., Suite 100
Houston, TX 77056
Attn: Tania Baez
WCP #: 53329

DOCUMENT TITLE:	MEMORANDUM OF PURCHASE AND SALE OF LEASE AND SUCCESSOR LEASE
GRANTOR/LESSOR:	ALEX ADAMS, CAROL ADAMS AND CHRISTINA ADAMS
GRANTEE/LESSEE:	WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company
PROPERTY ADDRESS:	10337 S. Torrence Ave., Chicago, IL
PIN:	26-07-303-003, 26-07-3030-004, 26-07-303-016, 26-07-303-022

*5-1/2
fr
mt*

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0715219032 Page 2 of 3

PREPARED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
11900 W Olympic blvd, Suite 400
Los Angeles, California 90064
Attn: Servicing Manager
WCP#: 53329

MEMORANDUM OF PURCHASE AND SALE OF LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of May 2, 2007 between ALEX ADAMS, CAROL ADAMS, & CHRISTINA ADAMS ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as lessor, and Cook Inlet/Voicestream PCS, LLC, as lessee ("Tenant"), are parties to that certain lease dated as of February 25, 2000, a memorandum of which was recorded on March 28, 2001, as Instrument No. 0010247568, as amended (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about August 22, 2010 and contains four (4) option(s) to renew or extend the term for an additional period of five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on May 31, 2023. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

UNOFFICIAL COPY

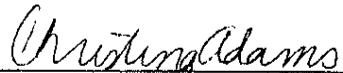
AA
CA

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

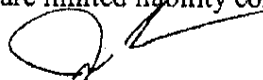
By: 
Name: Alex Adams

By: 
Name: Carol Adams

By: 
Name: Christina Adams

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Joni Lesage
Its: Treasurer

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

Property of Cook County Clerk's Office

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0715209031 Page 1 of 8

CA
AA

ALL-PURPOSE ACKNOWLEDGMENT

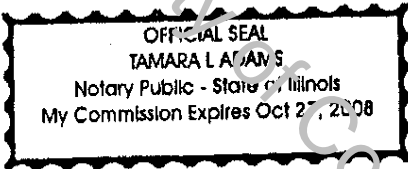
State of Illinois
County of Cook } ss.

On 28th Apr. 07 before me, Tamara L. Adams Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Alex Adams, Corral Adams, & Christina Adams
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Tamara L. Adams
Signature of Notary Public

Place Notary Seal Above

My commission Expires: 27 Oct. 2008

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

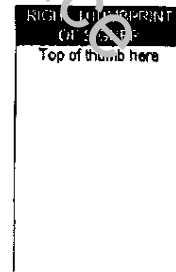
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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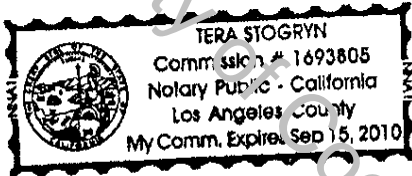
ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA }
 County of LOS ANGELES } ss.

On May 7, 2007 before me, Tera Stogryn, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Joni LeSage
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

[Handwritten Signature]
 Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

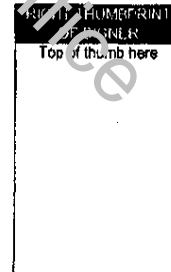
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



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0715209032 Page 16 of 8

SCHEDULE A

LEASE DESCRIPTION AND LEGAL DESCRIPTION

AA
CA

That certain LEASE AGREEMENT dated February 25, 2000, by and between ALEX ADAMS, CAROL ADAMS, & CHRISTINA ADAMS whose address is 10337 S Torrence Ave, Chicago, IL 60617 ("Landlord") and Cook Inlet/Voicestream PCS, LLC ("Tenant"), whose address is 3650 131st Ave SE Ste 200, , Bellevue, WA, 98006, for the property located at 10337 S Torrence Ave, Chicago, IL 60617 for which a Memorandum Of Lease is duly recorded on March 28, 2001 as Instrument No. 0010247568 of the Cook County Registry.

The Legal Description follows on the next page:

THAT PART OF LOTS 9 TO 17 INCLUSIVE, AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4 INCHES NORTH OF THE SOUTH LINE OF LOT 21, EXTENDED EAST (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST TO THE 20 FOOT ALLEY A DISTANCE OF 78.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 61 FEET 8 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING, NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING, THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 9 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF A ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID ONE STORY BRICK BUILDING BUILDING; THENCE NORTH 16 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID, THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH OF 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 5 SECONDS EAST, A DISTANCE OF 28.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20 FOOT VACATED ALLEY SOUTH 69 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 168.16 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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Doc#: 0724917065 Fee: \$42.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/06/2007 11:49 AM Pg: 1 of 10

Doc#: 0719810034 Fee: \$74.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/17/2007 11:28 AM Pg: 1 of 26

Exhibit

**Re-record document, erroneously recorded as one document with Mortgage by recorder's office.*

THIS DOCUMENT WAS PREPARED BY:
WCP WIRELESS LEASE SUBSIDIARY, LLC
11900 Olympic Boulevard, Suite 400
Los Angeles, CA 90064
Attn: Service Manager

AFTER RECORDING RETURN TO:
NORTH AMERICAN TITLE
2200 Post Oak Blvd., Suite 100
Houston, TX 77056
Attn: Tania Baez
WCP #: 53329

DOCUMENT TITLE: MEMORANDUM OF ASSIGNMENT

GRANTOR/BORROWER: WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company

GRANTEE/LENDER: WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company

PROPERTY ADDRESS: 10337 S. Torrence Ave., Chicago, IL 60617

PARCEL ID: 26-07-303-003, 26-07-303-004
26-07-303-016, 26-07-303-022

S-4
P-10
M-4
M.P.
S-1
~~A-26~~
M4

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07249 7065 Page 2 of 3

PREPARED BY:

WCP WIRELESS LEASE SUBSIDIARY, LLC
2800 28th Street, Suite 100
Santa Monica, California 90405
Attn: Servicing Manager
WCP #53329

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of May 18, 2007 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), and **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company ("Assignee").

1. Assignor and Alex Adams, Carol Adams, & Christina Adams, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated May 2, 2007 (the "Agreement"), a memorandum of which was recorded on approximately May 11, 2007, in the form attached hereto as Exhibit "A", in the office of the county recording office of Cook County, State of IL.

*Recorded June 1, 2007, Doc. No. 0715209032.

2. Pursuant to a Master Purchase and Sale Agreement ("Master Agreement") dated June 30, 2006 and an Assignment dated May 18, 2007 (the "Assignment"), Assignor has sold, transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Master Agreement and the Assignment, and of Assignee's rights thereunder.

3. The terms and conditions of the Master Agreement and the Assignment are incorporated herein by reference as if set forth herein in full. Copies of the Master Agreement, the Assignment and the Agreement are maintained by Assignee at its offices set forth above.

UNOFFICIAL COPY

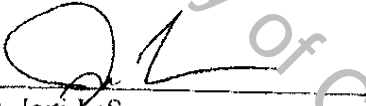
IN WITNESS WHEREOF, this Memorandum of Assignment has been signed and delivered as of May 18, 2007.

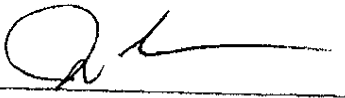
ASSIGNOR:

ASSIGNEE:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

**WCP WIRELESS LEASE
SUBSIDIARY, LLC, a Delaware
limited liability company**

By: 
Name: Joni LeSage
Title: Treasurer

By: 
Name: Joni LeSage
Title: Authorized Signatory

Property of Cook County Clerk's Office

UNOFFICIAL COPY

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES

} ss.

On May 14, 2007 before me, Tera Stogryn, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

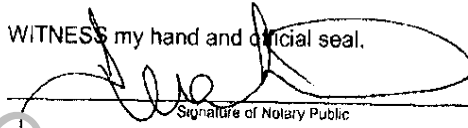
Joni LeSage

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.


Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

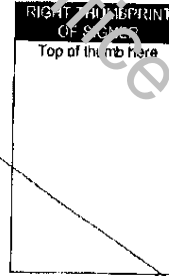
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



UNOFFICIAL COPY

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES

} SS.

On May 14, 2007 before me, Tera Stogryn, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

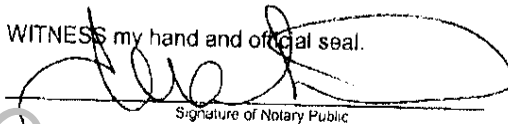
Joni LeSage

Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

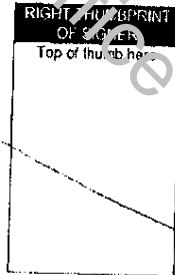
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



UNOFFICIAL COPY

07249 7065 Page 6 of 10

Exhibit A

PREPARED BY AND
WHEN RECORDED MAIL TO:

WIRELESS CAPITAL PARTNERS, LLC
11900 W Olympic Blvd, Suite 400
Los Angeles, California 90064
Attn: Servicing Manager
WCP#: 53329

MEMORANDUM OF PURCHASE AND SALE OF LEASE
AND SUCCESSOR LEASE

This Memorandum of Purchase and Sale of Lease and Successor Lease (this "Memorandum") is made as of May 2, 2007 between ALEX ADAMS, CAROL ADAMS, & CHRISTINA ADAMS ("Landlord"), and WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company ("WCP").

A. Landlord, as lessor, and Cook Inlet/Voicestream PCS, LLC, as lessee ("Tenant"), are parties to that certain lease dated as of February 25, 2000, a memorandum of which was recorded on March 23, 2001, as Instrument No. 0010247568, as amended (the "Lease"), with respect to the premises described on Exhibit A attached hereto (the "Premises").

B. Landlord and WCP are parties to a Purchase and Sale of Lease and Successor Lease dated on or about the date hereof (the "Agreement"), pursuant to which Landlord has, among other things, sold and assigned to WCP its right, title and interest in and to the Lease. The parties hereto desire to execute this Memorandum to provide constructive notice of the existence of the Lease and the Agreement, and of WCP's rights under the Agreement including the easement granted therein.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto acknowledge and/or agree as follows:

Landlord has sold and assigned and hereby does sell and assign all of its right, title and interest in and to the Lease to WCP, on the terms and subject to the conditions set forth in the Agreement. The Lease expires by its terms on or about August 22, 2010 and contains four (4) option(s) to renew or extend the term for an additional period of five (5) years each. Landlord has leased and hereby does lease the Premises to WCP, on the terms and subject to the conditions set forth in the Agreement. The successor lease is for a term commencing upon the expiration or termination of the Lease and ending on May 31, 2023. Landlord has retained all of Landlord's obligations and liabilities under the Lease.

UNOFFICIAL COPY

0724917065 Page 6 of 10

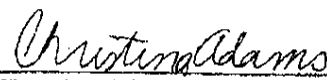
AA
CA

The terms and conditions of the Lease and the Agreement are hereby incorporated herein by reference as if set forth herein in full. Copies of the Lease and the Agreement are maintained by WCP at the address of WCP above and are available to interested parties upon request. This Memorandum has been duly executed by the undersigned as of the date first written above.

Landlord:

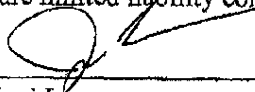
By: 
Name: Alex Adams

By: 
Name: Carol Adams

By: 
Name: Christina Adams

WCP:

WIRELESS CAPITAL PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Joni Lesage
Its: Treasurer

[NOTE: ALL SIGNATURES MUST BE PROPERLY NOTARIZED]

Property of Cook County Clerk's Office

UNOFFICIAL COPY

07249 7065 Page 8 of 10

CA
AA

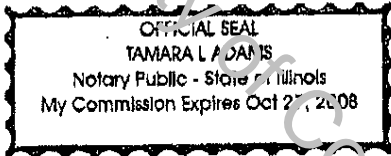
ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois
County of Cook } ss.

On 28th Apr. 07 before me, Tamara L. Adams, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Alex Adams, Carol Adams, & Christina Adams
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tamara L. Adams
Signature of Notary Public

Place Notary Seal Above

My commission Expires: 27 Oct. 2008

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

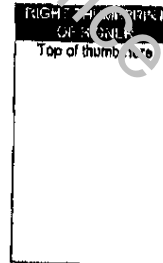
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



UNOFFICIAL COPY

ALL-PURPOSE ACKNOWLEDGMENT

State of CALIFORNIA
County of LOS ANGELES

} ss.

On May 7, 2007 before me, Tera Stogryn, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

Joni LeSage

Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

[Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could not prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

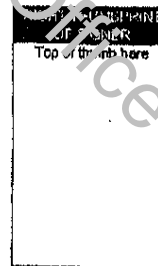
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- Individual
- Corporate Officer - Title(s): _____
- Partner - Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer is Representing: _____



UNOFFICIAL COPY

072497065 Page 10 of 10

SCHEDULE A

LEASE DESCRIPTION AND LEGAL DESCRIPTION

AA
CA

That certain LEASE AGREEMENT dated February 25, 2000, by and between ALEX ADAMS, CAROL ADAMS, & CHRISTINA ADAMS whose address is 10337 S Torrence Ave, Chicago, IL 60617 ("Landlord") and Cook Inlet/Voicestream PCS, LLC ("Tenant"), whose address is 3650 131st Ave SE Ste 200, , Bellevue, WA, 98006, for the property located at 10337 S Torrence Ave, Chicago, IL 60617 for which a Memorandum Of Lease is duly recorded on March 28, 2001 as Instrument No. 0010247568 of the Cook County Registry.

The Legal Description follows on the next page:

THAT PART OF LOTS 9 TO 17 INCLUSIVE, AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4 INCHES NORTH OF THE SOUTH LINE OF LOT 21, EXTENDED EAST (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST TO THE 20 FOOT ALLEY A DISTANCE OF 76.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 61 FEET 8 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING, NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING, EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 9 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF A ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID ONE STORY BRICK BUILDING; THENCE NORTH 15 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH OF 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 5 SECONDS EAST, A DISTANCE OF 28.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20 FOOT VACATED ALLEY SOUTH 89 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 188.16 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

UNOFFICIAL COPY

Doc#: 0803041036 Fee: \$34.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 01/30/2008 11:19 AM Pg: 1 of 6

Exhibit

~~PREPARED BY AND~~
~~WHEN RECORDED RETURN TO:~~

WIRELESS CAPITAL PARTNERS, LLC
 11900 West Olympic Boulevard, Suite 400
 Los Angeles, California 90064
 Attn: Title Dept.
 WCP #53329

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of December 21, 2007 between **WCP Wireless Lease Subsidiary, LLC**, a Delaware limited liability company, whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064 ("**Assignor**"), and **Wireless Capital Partners, LLC**, a Delaware limited liability company ("**WCP**"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. WCP and Alex Adams, Carol Adams & Christina Adams, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated 5/2/2007 (the "**Agreement**"), a memorandum of which was recorded in Cook County, IL on 6/1/2007 in/as 0 715209032, relating to an interest in the real property described on attached Schedule A. Pursuant to an Assignment dated 5/18/2007, a memorandum of which was recorded in Cook County, IL on 7/17/2007 in/as 0 719810034, WCP transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignor.

Ex 400 Hale

UNOFFICIAL COPY

2. Pursuant to an Assignment dated December 21, 2007 (the "Assignment"), Assignor has transferred and assigned, and in confirmation thereof hereby transfers and assigns, all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to WCP.


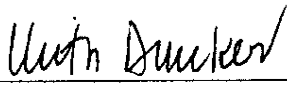
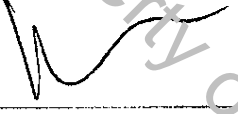
3. Assignor executes this Memorandum to provide constructive notice of the existence of the Assignment, and of WCP's rights and obligations under the Assignment.

4. The terms and conditions of the Assignment are incorporated herein by reference as if set forth herein in full.

[Signature page follows]

UNOFFICIAL COPY

In witness whereof, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

<p>Witness #1 as to land in CT, DE, FL, GA, LA, PA & SC and all other states:</p>	<p><u>ASSIGNOR:</u></p>
<p> Name: <u>Jennifer Matkins</u></p>	<p>WCP WIRELESS LEASE SUBSIDIARY, LLC, a Delaware limited liability company</p>
<p>Witness #2 as to land in CT, DE, FL, GA, LA, PA & SC:</p>	<p>By: </p>
<p> Name: <u>Hilda Zaragoza</u></p>	<p>Name: Keith Drucker Title: Authorized Officer</p>
<p>Notary Public as to land in GA & LA:</p>	
<p>Name: _____ Title: Notary Public</p>	

[Acknowledgment follows]

UNOFFICIAL COPY

0801011036 Page: 4 of 6

County of Los Angeles, State of California:

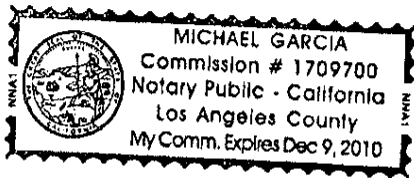
Multi-State LLC (by Individual) Acknowledgment:

On December 21, 2007, before me, the undersigned officer, personally appeared Keith Drucker, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Officer of the foregoing limited liability company (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC. Witness my hand and official seal.

Supplemental Acknowledgment pursuant to Uniform Acknowledgment Act and also prescribed form of CA Acknowledgment:

On December 21, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Drucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

Michael Garcia
Notary Public



SCHEDULE A
Legal Description

THAT PART OF LOTS 8 TO 17 INCLUSIVE, AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY, A DISTANCE OF 106 FEET 4 INCHES NORTH OF THE SOUTH LINE OF LOT 21, EXTENDED EAST (BEING A JOINT INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST TO THE 20 FOOT ALLEY A DISTANCE OF 76.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 71 FEET 8 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING, NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 8 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF A ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 14 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID ONE STORY BRICK BUILDING; THENCE NORTH 15 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH OF 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 61.09 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 51 SECONDS EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20 FOOT VACATED ALLEY SOUTH 88 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 168.18 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WCP 53329

Recorded by:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Property of Cook County Clerk's Office

UNOFFICIAL COPY

Doc#: 0803041037 Fee: \$34.00
 Eugene "Gene" Moore RHSP Fee: \$10.00
 Cook County Recorder of Deeds
 Date: 01/30/2008 11:20 AM Pg: 1 of 6

Exhibit

PREPARED BY AND
 WHEN RECORDED RETURN TO:

WIRELESS CAPITAL PARTNERS, LLC
 11900 West Olympic Boulevard, Suite 400
 Los Angeles, California 90064
 Attn: Title Dept.
 WCP #53329

MEMORANDUM OF ASSIGNMENT

This MEMORANDUM OF ASSIGNMENT (this "Memorandum") is made as of December 21, 2007 between **Wireless Capital Partners, LLC**, a Delaware limited liability company ("Assignor"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064, and **MW Cell REIT 1 LLC**, a Delaware limited liability company ("Assignee"), whose address is 11900 W Olympic Blvd, Ste 400, Los Angeles, CA 90064.

1. Assignor and Alex Adams, Carol Adams & Christina Adams, as Landlord, are parties to a Purchase and Sale of Lease and Successor Lease dated 5/2/2007 (the "Agreement"), a memorandum of which was recorded in Cook County, IL on 6/1/2007 in/as 0 715209032, relating to an interest in the real property described on attached Schedule A. Pursuant to an Assignment dated 5/18/2007, a memorandum of which was recorded in Cook County, IL on 7/17/2007 in/as 0 719810034, Assignor transferred and assigned all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to WCP Wireless Lease Subsidiary, LLC, a Delaware limited liability company ("WCPWLS").

Box 400 Hahl

UNOFFICIAL COPY

18030 1037 Page: 2 of 6

2. Pursuant to an Assignment dated December ____, 2007 (the "Assignment"): (i) Assignor has transferred and assigned, and in confirmation thereof hereby transfers and assigns, all of its right, title and interest in and to the Agreement and the subject matter thereof including, without limitation, all amounts due and payable thereunder, to Assignee; and (ii) Assignee has assumed all liabilities of Assignor under the Agreement which accrue or relate to the period from and after the date hereof.

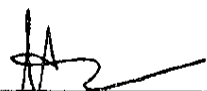


3. Assignor executes this Memorandum to provide constructive notice of the existence of the Assignment, and of Assignee's rights and obligations under the Assignment.

4. The terms and conditions of the Assignment are incorporated herein by reference as if set forth herein in full.

[Signature page follows]

UNOFFICIAL COPY

In witness whereof, the undersigned, pursuant to proper authority, has duly executed, sealed, acknowledged and delivered this instrument as of the day and year first above written.

<p>Witness #1 as to land in CT, DE, FL, GA, LA, PA & SC and all other states:</p> <p></p> <p>Name: <u>Holly Schilz</u></p> <p>Witness #2 as to land in CT, DE, FL, GA, LA, PA & SC:</p> <p></p> <p>Name: <u>Hilda Zaragosa</u></p> <p>Notary Public as to land in GA & LA:</p> <p>Name: _____</p> <p>Title: Notary Public</p>	<p><u>ASSIGNOR:</u></p> <p>WIRELESS CAPITAL PARTNERS, LLC, a Delaware limited liability company</p> <p>By: </p> <p>Name: Keith Drucker</p> <p>Title: Authorized Officer</p>
--	---

[Acknowledgment follows]

UNOFFICIAL COPY

1803011037 Page: 4 of 6

County of Los Angeles, State of California:

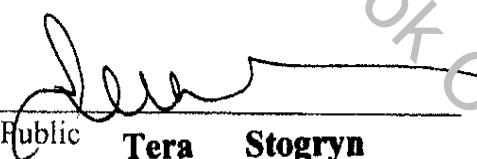
Multi-State LLC (by Individual) Acknowledgment:

On ~~December~~^{December} 2, 2007, before me, the undersigned officer, personally appeared Keith Drucker, who acknowledged himself / herself to me (or proved to me on the basis of satisfactory evidence) to be the Authorized Officer of the foregoing limited liability company (hereinafter, the "LLC"); and that as such officer, being duly authorized to do so pursuant to its bylaws or operating agreement, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the LLC by himself in his authorized capacity as such officer as his free and voluntary act and deed and the free and voluntary act and deed of said LLC. Witness my hand and official seal.

Supplemental Acknowledgment pursuant to Uniform Acknowledgment Act and also prescribed form of CA Acknowledgment:

On ~~December~~^{December} 2, 2007, before me, the undersigned, a Notary Public in and for said State, personally appeared Keith Drucker, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument. Witness my hand and official seal.

Notary Public


Tera Stogryn



SCHEDULE A
Legal Description

THAT PART OF LOTS 9 TO 17 INCLUSIVE, AND THE 20 FOOT VACATED ALLEY EAST AND ADJOINING SAID LOTS 10 TO 17 IN BLOCK 32 IN NOTRE DAME ADDITION TO SOUTH CHICAGO, A SUBDIVISION OF THE SOUTH THREE-QUARTERS OF FRACTIONAL SECTION 7, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE INDIAN BOUNDARY LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF SAID 20 FOOT VACATED ALLEY, A DISTANCE OF 108 FEET 4 INCHES NORTH OF THE SOUTH LINE OF LOT 21, EXTENDED EAST (BEING A POINT OF INTERSECTION OF THE SOUTH LINE OF THE ONE STORY BRICK BUILDING EXTENDING EAST TO THE EAST LINE OF THE SAID VACATED ALLEY) THENCE WESTERLY ALONG THE SOUTH LINE OF SAID ONE STORY BRICK BUILDING AND EXTENDED EAST TO THE 20 FOOT ALLEY A DISTANCE OF 78.00 FEET TO THE SOUTHWESTERN CORNER OF SAID BRICK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 41 FEET 8 INCHES TO THE NORTHWESTERLY CORNER OF SAID BRICK BUILDING; THENCE EAST ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING TO ITS INTERSECTION WITH THE WEST LINE OF AN ADJOINING CONCRETE BLOCK BUILDING, NORTH ALONG THE WEST LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 38 FEET 10 INCHES TO A CORNER OF SAID CONCRETE BLOCK BUILDING EXTENDING WEST; THENCE WESTERLY ALONG THE SOUTHERN LINE OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 25 FEET 9 INCHES TO ANOTHER CORNER OF SAID CONCRETE BLOCK BUILDING; THENCE NORTH ALONG THE WEST LINE OF SAID PORTION OF SAID CONCRETE BLOCK BUILDING, A DISTANCE OF 24 FEET 8 INCHES TO ANOTHER CORNER OF SAID BUILDING (WHICH IS ALSO A CORNER OF A ONE STORY BRICK BUILDING); THENCE WESTERLY ALONG SAID SOUTH LINE OF SAID ONE STORY BRICK BUILDING, A DISTANCE OF 44 FEET 10 INCHES TO THE SOUTHWEST CORNER OF SAID ONE STORY BRICK BUILDING BUILDING; THENCE NORTH 15 FEET 3 INCHES TO THE NORTHWEST CORNER, BEING THE NORTH LINE OF SAID ONE STORY BRICK BUILDING; THENCE WESTERLY ALONG THE NORTH LINE OF SAID ONE STORY BRICK BUILDING EXTENDED, A DISTANCE OF 46 FEET 10 INCHES TO THE WEST LINE OF LOT 12 AFORESAID; THENCE ALONG THE WEST LINE OF SAID LOTS 12, 11, 10 AND 9 NORTH OF 0 DEGREES 0 MINUTES 0 SECONDS EAST, A DISTANCE OF 61.00 FEET; THENCE SOUTH 73 DEGREES 13 MINUTES 5 SECONDS EAST, A DISTANCE OF 26.11 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 9; THENCE ALONG THE SOUTHERLY LINE OF SAID LOT 9 AND THE SOUTHERLY LINE OF LOT 9 EXTENDED EASTERLY TO THE EAST LINE OF SAID 20 FOOT VACATED ALLEY SOUTH 89 DEGREES 32 MINUTES 19 SECONDS EAST, A DISTANCE OF 168.18 FEET; THENCE SOUTH ALONG THE EAST LINE OF THE VACATED ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

WCP 53329

Recorded by:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

Return to:

Chicago Title #1207-0646 (Bluetooth)
711 Third Ave, #500, NY, NY 10017
(800) 525-2511

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GROUP EXHIBIT B

PAYMENT CONFIRMATIONS

[SEE ATTACHED]

4821-5455-1857.3
101460\001544

Property of Cook County Clerk's Office



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Cook County Treasurer's Office
 MARIA PAPPAS, TREASURER

Tax Year 2013



Thank you for your payment.

Property Index Number (PIN): 26-07-303-016-0000 Volume Number 298

Name: **ALEX ADAMS**
 Property Location: **10323 S TORRENCE AVE CHICAGO, IL 60617-5764**
 Mailing Address: **10545 S EWING AVE CHICAGO, IL 60617-6220**
 Tax Amount Due: **\$6,340.36**
 Transit ABA Account: **113011258, Business Checking Account ending in 6107**
 Tax Amount Paid: **\$6,340.36**
 Convenience Fee: **\$1.00**
 Submitted: **07-22-2015, 11:31 AM**

Your payment has been submitted. It will be reflected on our website within 10 business days.

Your confirmation number is 20150722-P680174. Your payment is subject to further verification by the Cook County Treasurer's Office.

If after 10 business days your payment is not reflected, please refer to "Contact Us" for phone and e-mail access to the Treasurer's Office.

We recommend that you print and retain this page for your records.

[Click here to return to Cook County Treasurer's Home Page.](#)

If the mailing information on your property tax bill is incorrect and you would like to submit a Name/Address change application to the Cook County Treasurer's Office, please [click here](#).



Property of Cook County Clerk's Office

UNOFFICIAL COPY

Payment Confirmation - Cook County Property Tax

En Español
 Payment may be drawn from your account as soon as tomorrow or the next banking business day. It is important that you have money in your bank account to cover this payment. Thank you for using the Cook County Treasurer Property Tax electronic payment system.

Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: CCTPTX000441057

Confirmation Date (CT): **Apr-29-2016 11:43:55 AM**

Your Payment Detail

Payment Amount: **\$6,637.76**

Convenience Fee: **\$1.00**

Total Payment Amount: **\$6,638.76**

Tax Year: **2014**

Property Index Number (PIN): **26-07-303-016-0000**

Volume: **298**

Property Location: **10323 S TORRENCE AVE CHICAGO, IL 60617-5764**

Mailing Address: **10545 S EWING AVE CHICAGO, IL 60617-6220**

Balance Due: **\$6,637.76**

Your Account Detail

Bank Routing Number: **113011255**

Bank Account Number: **XXXXXXXXXX6107**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address *: James.Robinson@crowncastle.com

Please keep a record of your Confirmation Number, or print this page for your records.



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Payment Confirmation - Cook County Property Tax

En Español
Payment may be drawn from your account as soon as tomorrow or the next banking business day. It is important that you have money in your bank account to cover this payment. Thank you for using the Cook County Treasurer Property Tax electronic payment system.

Please keep a record of your Confirmation Number, or print this page for your records.



Confirmation Number: CCTPTX000441071

Confirmation Date (CT): Apr-29-2016 11:51:09 AM

Your Payment Detail

Payment Amount: **\$3,200.73**

Convenience Fee: **\$1.00**

Total Payment Amount: **\$3,201.73**

Tax Year: **2015**

Property Index Number (PIN): **26-07-303-016-0000**

Volume: **298**

Property Location: **10323 S TORRENCE AVE CHICAGO, IL 60617-5764**

Mailing Address: **10545 S EWING AVE CHICAGO, IL 60617-6220**

Balance Due: **\$3,200.73**

Your Account Detail

Bank Routing Number: **113011255**

Bank Account Number: **XXXXXXXXXX6107**

Bank Account Type: **Checking**

Bank Account Category: **Business**

E-mail Address *: James.Robinson@crowncastle.com

Please keep a record of your Confirmation Number, or print this page for your records.



Property of Cook County Clerk's Office