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Karen A. Yarbrough
Cook County Recorder of Deeds
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Prepared by and after Recording
return to:

Mark Gershon, Esq.
Polsinelli PC
161 N. Clark St., Suite 4200
Chicago, Illinois 60601

(For Recorder's Use Only)

ASSIGNMENT OF TRUSTEE'S INTEREST IN DECLARATION OF EASEMENTS (Prairie Stone Commons)

THIS ASSIGNMENT OF TRUSTEE'S INTEREST IN DECLARATION OF EASEMENTS (this "Assignment") is made as of this 20th day of April, 2016 by and between CHICAGO TITLE LAND TRUST COMPANY, as successor trustee to LaSalle Bank National Association, as successor trustee to American National Bank and Trust Company of Chicago, not personally, but solely as Trustee under a Trust Agreement dated June 6, 1989, and known as Trust No. 108506-00 ("Assignor" and sometimes referred to as "Trustee" pursuant to the Declaration as defined below), and SEARS, ROEBUCK AND CO. ("Assignee").

RECITALS

WHEREAS, Assignor made that certain Declaration of Easements dated March 6, 2007, and recorded March 9, 2007, with the Office of the Cook County Recorder of Deeds (the "Recorder") as Document No. 0706860077 (the "Original Declaration"), as amended by those certain (i) First Amendment to Declaration of Easements, undated, and recorded June 11, 2007, with the Recorder as Document No. 0716260064 (the "First Amendment"), (ii) Second Amendment to Declaration of Easements, dated September 30, 2010, and recorded January 11, 2011, with the Recorder as Document No. 1101155075 (the "Second Amendment" and collectively with the Original Declaration and the First Amendment, the "Declaration") concerning that certain land as described in Exhibit A;

WHEREAS, Article 8, Section 1 of the Declaration provides as follows:

Transfer of Trustee's Interest. In the event at any time Trustee sells, assigns, transfers or conveys all of its interest in the Property, except if the entire interest then consists solely of one Lot (or two Lots to be used for construction of one Building), then upon such conveyance, Trustee shall assign its rights and obligations as Trustee hereunder to

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the transferee of such interest. All actions to be taken under this Declaration by Trustee which cannot be performed by Trustee as a land trustee shall be performed by Developer, so long as Trustee is a land trustee.

WHEREAS, Trustee did sell, assign, and convey all of its remaining interest in the Property consisting of more than one Lot to Assignee with that certain Trustee's Deed dated May 21, 2010, and recorded June 28, 2010, with the Recorder as Document No. 1017916039 (the "Deed");

WHEREAS, Trustee intended to assign its rights and obligations as Trustee to Assignee as of May 21, 2010 pursuant to Article 8, Section 1 of the Declaration;

WHEREAS, Assignor desires to assign its rights and obligations as Trustee in the Declaration to Assignee and Assignee desires to accept such assignment from Assignor pursuant hereto and assume all of Assignor's rights and obligations as Trustee in and to the Declaration; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee covenant and agree as follows:

1. **Recitals and Exhibits.** The foregoing recitals and the exhibits attached hereto are incorporated in this Paragraph 1 as fully as though restated herein.
2. **Assignment.** Assignor hereby assigns and transfers to Assignee, and Assignee hereby accepts, effective as of May 21, 2010, all of Assignor's rights and obligations as Trustee in and to the Declaration.
3. **Illinois Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois (without reference to choice of law's principles thereof).
4. **Counterparts.** This document may be executed in one or more counterparts. All such counterparts, when taken together, shall comprise the fully executed document.
5. **Exculpation.** Anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of any party acting in the capacity of a trustee, while in form purporting to be the representations, covenants, undertakings and agreements of said party as trustee, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by said trustee or for any other purpose or intention other than the limited purpose of binding only that portion of the Property held in trust by such trustee. This Assignment is executed and delivered by such trustee, not individually, but solely in the exercise of the power conferred upon such trustee, as trustee, and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforceable against, any such trustee on account of this Assignment or any agreement of said trustee in this Assignment contained, either express or implied, all such personal liability, if any, being expressly waived and released.

[Signature Page to Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the date first above written.



ASSIGNOR:

CHICAGO TITLE LAND TRUST COMPANY, as trustee aforesaid

By: [Signature]
Name: LIDIA MARINCA
Its: TRUST OFFICER

ASSIGNEE:

SEARS, ROEBUCK AND CO., a New York corporation



By: [Signature]
Name: Alan F. Shaw
Its: Authorized Representative

TRUSTEE'S EXCULPATION

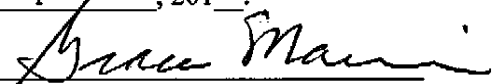
It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Lidia Marinca, personally known to me to be the Trust Officer of Chicago Title Land Trust Company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in his/her capacity as officer he/she signed and delivered said instrument as his/her free and voluntary act and pursuant to the authority of and on behalf of Chicago Title Land Trust Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th of April, 2016.



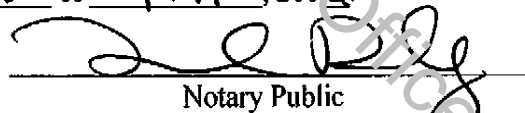
Notary Public



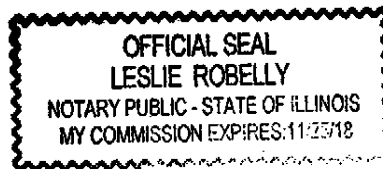
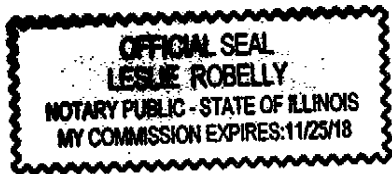
STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Leslie Robelly, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Alan F. Shaw, personally known to me to be the Authorized Representative of Sears, Roebuck and Co., and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that in his/her capacity as officer he/she signed and delivered said instrument as his/her free and voluntary act and pursuant to the authority of and on behalf of Sears, Roebuck and Co., for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20th of April, 2016



Notary Public



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Exhibit A

Legal Description

LOT 4G7 IN THE FINAL PLAT OF RESUBDIVISION OF LOTS 4A1 AND 4G IN PRAIRIE, BEING A SUBDIVISION IN THE SOUTH HALF OF SECTIONS 31, AND 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1997 AS DOCUMENT NUMBER 97519164, IN COOK COUNTY, ILLINOIS.

LOT 4G1A AND 4G1C IN THE FINAL PLAT OF RESUBDIVISION OF PRAIRIE STONE COMMONS, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 28, 2005 AS DOCUMENT NUMBER 0508734007, IN COOK COUNTY, ILLINOIS.

LOTS 4G1B1, 4G1B2 AND 4G1B3 IN THE FINAL PLAT OF RESUBDIVISION OF PRAIRIE STONE COMMONS - LOT 4G1B, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 18, 2007 AS DOCUMENT NUMBER 0710322035, IN COOK COUNTY, ILLINOIS.

P.I.N.: 01-32-302-030; 01-32-302-033;
01-32-302-035; 01-32-302-044;
01-32-302-045; 01-32-302-046

Addresses: 5399 and 5407 Trillium Boulevard
5429 and 5457 Trillium Road
5400 and 5450 Prairie Stone Parkway