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Doc#: 1620215007 Fee: \$64.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 07/20/2016 08:27 AM Pg: 1 of 9

When Recorded Return to:

Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

Prepared by:

Vertical Bridge Towers II, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

1986739

Site ID: US-IL-5109
Site Name: 71st and Cicero

(Above Space For Recorder's Use Only)

NOTE TO RECORDER: THIS INSTRUMENT TRANSFERS A LEASEHOLD INTEREST TO A BUSINESS ENTITY THAT IS WHOLLY OWNED BY THE SAME PARENT ENTITY AS THE GRANTOR, NOT IN EXCHANGE FOR ANY OWNERSHIP INTERESTS IN SUCH BUSINESS ENTITY NOR FOR ANY MONETARY CONSIDERATION.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND MORTGAGE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND MORTGAGE (this "**Assignment**") is entered into as of this 7 day of July 2016 (the "**Transfer Date**"), by and between **VB MIDWEST I LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignor**"), and **VERTICAL BRIDGE TOWERS II, LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor and Assignee are wholly owned subsidiaries of the same parent company;

WHEREAS, as part of a corporate restructuring, Assignor wishes assign and transfer to Assignee, and Assignee wishes to assume, (i) all of Assignor's right, title and interest to the real property lease described on **Exhibit A** attached hereto and incorporated herein (the "**Lease**") and (ii) all of Assignor's right, title and interest to the mortgage described on **Exhibit B** attached hereto and incorporated herein (the "**Mortgage**");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Lease.** Assignor does hereby assign and transfer unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as tenant in, to and under the Lease, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto the Assignee, its successors

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and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the transfer and assignment of the Lease and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.

3. Assignment and Assumption of Mortgage. Assignor does hereby assign and transfer unto Assignee, its successors and assigns, effective as of the Transfer Date, all of the right, title and interest of Assignor as mortgagor in, to and under the Mortgage. Assignee hereby accepts the transfer and assignment of the Mortgage, effective as of the Transfer Date, and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Mortgage.

4. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

7. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Remainder of page intentionally left blank; signature pages immediately following]

UNOFFICIAL COPY**When Recorded Return to:**

Fidelity National Title Group
7130 Glen Forest Drive, Suite 300
Richmond, VA 23226

Prepared by:

Vertical Bridge NTCF, LLC
750 Park of Commerce Drive, Suite 200
Boca Raton, Florida 33487
Attn: Daniel Marinberg, Esq.

Site ID: US-IL-5109

(Above Space For Recorder's Use Only)

Site Name: 71st and Cicero

NOTE TO RECORDER: THIS INSTRUMENT TRANSFERS A LEASEHOLD INTEREST TO A BUSINESS ENTITY THAT IS WHOLLY OWNED BY THE SAME PARENT ENTITY AS THE GRANTOR, NOT IN EXCHANGE FOR ANY OWNERSHIP INTERESTS IN SUCH BUSINESS ENTITY NOR FOR ANY MONETARY CONSIDERATION.

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND MORTGAGE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE AND MORTGAGE (this "**Assignment**") is entered into as of this 7 day of June, 2016 (the "**Transfer Date**"), by and between **VB MIDWEST I LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignor**"), and **VERTICAL BRIDGE NTCF, LLC**, a Delaware limited liability company, having an address at 750 Park of Commerce Drive, Suite 200, Boca Raton, Florida 33487 ("**Assignee**").

WITNESSETH

WHEREAS, Assignor and Assignee are wholly owned subsidiaries of the same parent company;

WHEREAS, as part of a corporate restructuring, Assignor wishes assign and transfer to Assignee, and Assignee wishes to assume, (i) all of Assignor's right, title and interest to the real property lease described on **Exhibit A** attached hereto and incorporated herein (the "**Lease**") and (ii) all of Assignor's right, title and interest to the mortgage described on **Exhibit B** attached hereto and incorporated herein (the "**Mortgage**");

NOW, THEREFORE, in consideration of the mutual agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. **Assignment of Lease.** Assignor does hereby assign and transfer unto Assignee, its successors and assigns, all of the right, title and interest of Assignor as tenant in, to and under the Lease, effective as of the Transfer Date, TO HAVE AND TO HOLD the same unto the Assignee, its successors

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and assigns, for and during all the rest, residue and remainder of the term of the Lease and any extensions or renewals thereof, all as set forth in the Lease, the provisions of which are by this reference thereto incorporated herein.

2. Acceptance and Assumption of Lease. Assignee hereby accepts the transfer and assignment of the Lease and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Lease accruing, arising out of, or relating to events or occurrences on and after the Transfer Date.

3. Assignment and Assumption of Mortgage. Assignor does hereby assign and transfer unto Assignee, its successors and assigns, effective as of the Transfer Date, all of the right, title and interest of Assignor as mortgagor in, to and under the Mortgage. Assignee hereby accepts the transfer and assignment of the Mortgage, effective as of the Transfer Date, and expressly assumes and covenants in favor of Assignor to pay, discharge and perform, as and when due, all obligations of Assignor under the Mortgage.

4. Severability. If any provision of this Assignment shall be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Assignment shall not in any way be affected or impaired thereby and shall continue in full force and effect.

5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed to be an original, but which together shall constitute one and the same instrument.

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7. Further Assurances. Assignor and Assignee agree that, from time to time, each of them will execute and deliver such further instruments of conveyance and transfer and take such other actions as may be reasonably necessary to carry out the purposes and intents of this Assignment and the transactions contemplated hereby.

[Remainder of page intentionally left blank; signature pages immediately following]

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[Assignor Signature page to Assignment and Assumption of Ground Lease]

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

Witness: Annette Sweet
ANNETTE SWEET

Witness: Jordan Spitzberg
JORDAN SPITZBERG

Assignor:

VB MIDWEST I LLC
a Delaware limited liability company

By: _____

Name: Daniel Marinberg
Title: Vice President

STATE OF: Florida

COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 7 day of June 2016 by Daniel Marinberg, the Vice President of VB MIDWEST I LLC, a Delaware limited liability company, on behalf of the company. S/He is personally known to me or has produced _____ as identification.

Darlene Martin

Notary Public

Print Name: _____

My Commission Expires: _____

[NOTARY SEAL]



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[Assignee Signature page to Assignment and Assumption of Ground Lease]

Assignee:

VERTICAL BRIDGE NTCF, LLC
a Delaware limited Liability Company

By: _____

Name: Daniel Marinberg
Title: Vice President

Witness: _____

Jordan Spitzberg

Witness: _____

Michael Akhavan

STATE OF: Florida
COUNTY OF: Palm Beach

The foregoing instrument was acknowledged before me this 7th day of June, 2016 by Daniel Marinberg, the Vice President of VERTICAL BRIDGE NTCF, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

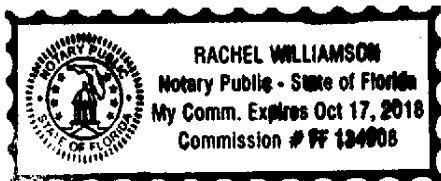
Rachel Williamson

Notary Public

Print Name: Rachel Williamson

My Commission Expires: Oct. 17, 2018

[NOTARY SEAL]



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EXHIBIT A

Ground Lease

Site Number: US-IL-5109
Site Name: 71st and Cicero
Landlord Name: FR/CAL 73rd Street, LLC
Original Tenant Name: United States Cellular Operating Company of Chicago, LLC
Lease Execution Date: February 2, 2006
Recording information for Lease:

Terms and conditions of Memorandum of Lease dated 02/02/2006 by and between FR/Cal 73rd Street, LLC, a Delaware limited liability company, and United States Cellular Operation Company of Chicago, LLC, a Delaware LLC, recorded on 01/09/2007 in Instrument No. 0700956124; Unrecorded Amendment Number One, dated 02/23/2009.

Ground Lease Description: See EXHIBIT A-1

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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EXHIBIT A-1

Legal Description

An interest in land, said interest being over a portion of the following described parent parcel:

That part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 28, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois described by beginning at a point on the South line of the North 1373 feet of the Northeast $\frac{1}{4}$ of said Section 28 which is 61.32 feet, West of the East line of the West $\frac{1}{2}$ of the Northeast $\frac{1}{4}$ of Section 28 aforesaid, thence South at right angles to the South line of the aforesaid 1373 feet of said quarter Section 983.10 feet to the point of tangency of a curved line convex to the Southeast, thence Southwesterly with a radius of 222.01 feet a distance of 253.29 feet to an intersection with the North line of the South 120 feet of the Northeast $\frac{1}{4}$ of Section 28 aforesaid, thence West along the North line of the South 120 feet of said Northeast $\frac{1}{4}$ 692.05 feet to the point of tangency of a curved line convex to the Southeast, thence Northeasterly along said curved line with a radius of 222.01 feet a distance of 348.25 feet to its point of tangency on a line 600 feet West from and parallel with the East line of the tract of land herein first described, thence North along said line 964.40 feet to the South line of the North 1373 feet of the Northeast $\frac{1}{4}$ of Section 28 aforesaid, thence East along said line 600 feet to the place of beginning.

AND BEING the same property conveyed to 5025 West Seventy Third L.P., a Delaware limited partnership from FR/Cal 73rd Street, LLC, a Delaware limited liability company by Special Warranty Deed dated June 24, 2008 and recorded June 25, 2008 in Instrument No. 0817731102.

Tax Parcel No. 19-28-200-016

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Exhibit B

Mortgage

Mortgage, Fixture Filing, Security Agreement and Assignment of Leases and Rents dated April 30, 2015 – recorded on December 22, 2015 in the Official Records of Cook County, Illinois as Instrument No. 1535617005.

Property of Cook County Clerk's Office