

# UNOFFICIAL COPY



Doc# 1636544064 Fee \$46.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/30/2016 03:15 PM PG: 1 OF 5

## RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

STC Capital, LLC  
WHEN RECORDED RETURN TO:  
OLD REPUBLIC TITLE  
ATTN: POST CLOSING  
530 SOUTH MAIN STREET  
SUITE 1031  
AKRON, OH 44311  
01-16059117

pms 08-16-200-070-0000 / 08-16-200-071-0000

Space Above Line For Recorder's Use Only

## ASSIGNMENT AND ASSUMPTION OF LEASES

This ASSIGNMENT AND ASSUMPTION OF LEASES (this "Assignment") is made as of September 15<sup>th</sup>, 2016, by VFC Properties 29 LLC, a Delaware limited liability company ("Assignor"), in favor of STS Capital, LLC, an Illinois limited liability company ("Assignee").

1. FOR VALUE RECEIVED, subject to the terms of the Agreement, Assignor hereby absolutely and irrevocably assigns, conveys, and transfers to Assignee all of Assignor's right, title, and interest, if any, in and to any and all Leases (as defined in the Agreement) including but not limited to those Leases described on Exhibit "A" attached hereto.

2. THIS ASSIGNMENT IS WITHOUT RECOURSE, REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN REAL ESTATE PURCHASE AGREEMENT, DATED AS OF June 7, 2016, BETWEEN ASSIGNOR AND ASSIGNEE (the "Real Estate Purchase Agreement").

3. Assignee hereby agrees to and accepts the assignment described in Section 1 above. In addition, Assignee hereby expressly assumes and agrees to keep, perform, and fulfill all of the terms, covenants, obligations, and conditions required to be kept, performed, and fulfilled by Assignor under, and/or with respect to, the Leases from and after the date of this Assignment. Assignor hereby agrees to deliver to each person or entity currently obligated to pay and perform the obligations of the tenant under the Leases (the "Tenant") any notice required by law to inform Tenant that Assignor has transferred its interest in the Leases to Assignee as of the date hereof. Assignee hereby indemnifies Assignor against, and shall defend and hold Assignor harmless from (using counsel reasonably satisfactory to Assignor), any and all damages, liabilities, costs, expenses, and losses (including, without limitation, attorneys' fees and costs) that Assignor may sustain or incur directly or indirectly arising out of or related to any breach or default in Assignor's, Assignee's or the landlord's obligations under the Leases or in Assignee's obligations hereunder.

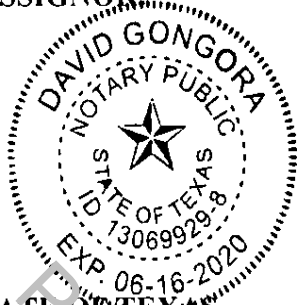
4. The provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases as of the date first set forth above.

ASSIGNOR:

VFC Properties 29 LLC



By: VFC Partners GP LLC, its managing member

Name: Steve R. Cashman  
Title: Senior Vice President

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Mark R. Cashman, who is a Senior Vice President for VFC Partners GP LLC, a Delaware limited liability company, the managing member of VFC Properties 29 LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Notary Public, State of Texas

ASSIGNEE:

STS Capital, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE STATE OF ILLINOIS §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared \_\_\_\_\_, who is the \_\_\_\_\_ for STS Capital, LLC, an Illinois limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases as of the date first set forth above.

ASSIGNOR: VFC Properties 29 LLC

By: VFC Partners GP LLC, its managing member

Name: Steve R. Cashman  
Title: Senior Vice President

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

I, the undersigned, a Notary Public, in and for said County, in said State, hereby certify that Mark R. Cashman, who is a Senior Vice President for VFC Partners GP LLC, a Delaware limited liability company, the managing member of VFC Properties 29 LLC, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that, being informed of the contents thereof, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Notary Public, State of Texas

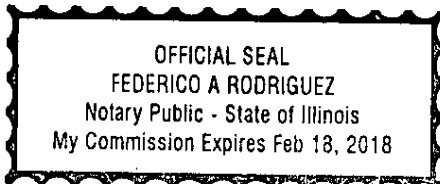
ASSIGNEE: STS Capital, LLC

By: [Signature]  
Name: FARHAN HANIF  
Title: MANAGER / PRESIDENT

THE STATE OF ILLINOIS §  
COUNTY OF DUPAGE §

BEFORE ME, the undersigned, a Notary Public in and for said county and state, on this day personally appeared Farhan HANIF, who is the MANAGER / PRESIDENT for STS Capital, LLC, an Illinois limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of September, 2016.



[Signature]  
Notary Public  
My commission expires: 2/18/18

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## Exhibit A

1. First Chiropractic – Units 41 and 45
2. Northwest Adult Medicine – Unit 100
3. Nihon Medical Clinic – Unit 101
4. McNelis Family Eye Care Ltd. – Unit 121
5. Sahand Zomorrodian D.M.D., P.C. – Unit 141
6. Summers and Lambrou Pediatrics, SC – Unit 210
7. Drs. Mani Mahdavian & Kamran Heydarpour – Unit 215
8. Edward Shim, DDS – Unit 218
9. ACL Services, LLC – Unit 235

Property of Cook County Clerk's Office

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## EXHIBIT A

To Special Warranty Deed

Property Description

**Lot 1 in Doctor's Subdivision of part of Lot 6 in the Subdivision of Joseph A. Barnes' Farm in Section 16, Township 41 North, Range 11, East of the Third Principal Meridian (except that part conveyed to the people of the State of Illinois Department of Transportation recorded as Document 94176541), in Cook County, Illinois.**

**2010 South Arlington Heights Road  
Arlington Heights, Illinois**

Property of Cook County Clerk's Office