

When Recorded Mail To:
Prepared by and
Mail To:
William E Boylan, Attorney at Law
30 W 180 Butterfield Rd
Warrenville IL 60555

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Doc# 1701245042 Fee \$44.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 01/12/2017 09:34 AM PG: 1 OF 4

30 of 5

FIRST AMERICAN TITLE
FILE # 2813665

ASSIGNMENT AND ASSUMPTION OF SUBLEASE

LEGAL DESCRIPTION:

Parcel 1:

Lots 326, 327, 328, 329, 330, 331, and 332 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, except the oil, gas and other minerals and right to explore for and produce the same, in Cook County, Illinois.

Parcel 2:

Lots 333 and 334 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, except the oil, gas and other minerals and right to explore for and produce the same, in Cook County, Illinois.

Parcel 3:

Lots 335 to 343, inclusive, in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian in Cook County, Illinois.

Parcel 4:

Lot 344 in William Zelosky's Westchester, being a subdivision of (except the railroad land of Chicago, Westchester and Western Railroad and Chicago, Madison, Northern Railroad) Lots 12 and 13, in School Trustee's Subdivision of Section 16, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

EXCEPTING from said Parcels 1, 2 and 3, that part taken for right-of-way dedicated per plat of highways recorded August 24, 2001 as document no. 0010784096 and referred to in condemnation entered December 18, 2002 in Case No. 99L50995.

P.I.N.: 15-16-307-012-0000, 15-16-307-013-0000, 15-16-307-023-0000, 15-16-307-048-0000 AND 15-16-307-052-0000

COMMONLY KNOWN AS 825 S. MANNHEIM ROAD, WESTCHESTER, IL 6015

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ASSIGNMENT AND ASSUMPTION OF SUBLEASE

This ASSIGNMENT AND ASSUMPTION ("Agreement") is dated as of the 28th day of December, 2016 by and between Angel Associates, LP ("Angel" or "Assignor") and Westchester BP, Inc., Shijimol Kizhakkekuttu, and Mini Mathai (collectively "Assignee").

WHEREAS, Angel Associates, LP entered into a Sublease Agreement dated May 21, 2014 with Digital GreenSigns, LLC ("Tenant") in which Angel has certain rights and obligations to Tenant, including but not limited to right to assign its interests, and

WHEREAS, Assignor and Assignee have heretofore entered into an agreement under which the Assignor, in consideration of the promises and covenants set forth in such Agreement, has agreed to assign unto the Assignee, the rights and privileges attendant to the Assignor's interest in the Sublease, as set forth in the Agreement between the Assignor and Assignee, and

WHEREAS, the Assignee herein has duly bargained for and paid due consideration for this Assignment, and has further agreed to accept this Assignment in fulfillment of the Assignor's covenants relative thereto,

NOW THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions of that certain Purchase and Sale Agreement between Assignor and Assignee dated as of December 5, 2016, as amended ("PSA"), the parties hereby agree as follows:

- a. Assignor hereby assigns to Assignee (without covenant, representation or warranty of any kind except as otherwise provided in the Assigned Sublease) whatever right, title and interest Assignor holds in, to and under (subject to the Agreement between the Assignor and Assignee) and delegates all of its obligations and duties of performance under the Sublease.
- b. Assignee hereby accepts the assignment and delegation set forth in (a) above and assumes all duties, liabilities and obligations under the Assigned Sublease, thereby relieving Assignor of any further duties or obligations thereunder.
- c. Assignee further reconfirms and adopts all representations, covenants, warranties, conditions and restrictions as set forth in the PSA which are intended to survive closing of the transaction.

REMAINDER OF PAGE LEFT BLANK, SIGNATURE PAGE FOLLOWS.

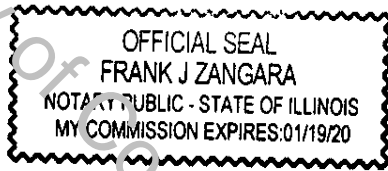
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I, Frank Zangara, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Mini Mathai, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such he signed and delivered such instrument, as his free and voluntary act and deed, for the uses and purposes therein set forth.

Given under my hand and official seal this 30th day of Dec, 2016.

Frank J. Zangara
Notary Public

My Commission Expires: 1/19/20



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