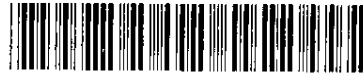


# UNOFFICIAL COPY

9/27/17



\*1733934038\*

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
SHOULD BE SENT TO:

Doc# 1733934038 Fee \$66.00

DISP FEE: \$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 12/05/2017 01:16 PM PG: 1 OF 15

Michael L. Gaynor  
City of Chicago Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602

17NW1701456WF

Property of CPMOK Properties Office

## Assignment and Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement") is made as of OCTOBER 11, 2017, and is entered into by and among CPMOK Properties, LLC, an Illinois limited liability company (the "Company"), Standard Bank & Trust Company, an Illinois banking corporation (the "Trust Trustee"), not personally but solely as trustee of Trust #13608 under trust agreement dated November 27, 1992 (the "Trust"), Christian Pappas, an individual (the "Plan Trustee"), not personally but solely as trustee of the Christian Pappas Profit Sharing Plan (also known as the Chris Pappas Profit Sharing Plan), Christian Pappas, an individual, the sole and managing member of the Company, the sole beneficiary of the Trust and the sole participant in the Plan ("Chris") (The Company, the Trust, the Plan and Chris shall be known as the "Assignor"), Lumajo-Beverly LLC, an Illinois limited liability company ("Assignee") and the City of Chicago, an Illinois municipal corporation (the "City") through its Department of Planning and Development. \*\*First Midwest Bank as Successor Trustee to

## RECITALS

1. WHEREAS, Assignor and the City previously entered into a certain CPMOK Properties Redevelopment Agreement dated February 20, 2014, and recorded with the Cook County Recorder of Deeds on March 6, 2014 as Document No. 1406535298 (the "RDA"), concerning the redevelopment of the real property which is legally described on Exhibit A attached hereto and made a part hereof (the "Property");

2. WHEREAS, Assignor and Assignee have entered into a certain real estate purchase agreement whereby Assignor intends to sell the Property to Assignee and Assignee intends to purchase the Property from Assignee (the "Sale");

3. WHEREAS, pursuant to Section 18.15 of the RDA, Assignor may not sell, assign or otherwise transfer its interest in the RDA to Assignee without the City's written consent;

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BOX 333 CTI

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# UNOFFICIAL COPY

4. WHEREAS, simultaneously with the Sale, Assignor intends to sell, assign and transfer to Assignee all of its rights, obligations, and duties under the RDA and Assignee has read and understands the RDA and desires to assume all of Assignor's rights, obligations and duties under the RDA upon closing of the Sale (the "Assignment and Assumption"); and

5. WHEREAS, pursuant to Section 18.15 of the RDA, Assignee and Assignor desire to receive the City's written consent for the Assignment and Assumption.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are hereby incorporated into this Agreement by reference.

2. Consent. In accordance with Section 18.15 of the RDA and pursuant to the powers granted to the City under the RDA, the City hereby grants its consent to the Assignment and Assumption.

3. Assignment. Upon this Agreement being fully-executed, Assignor shall sell, assign and transfer to Assignee all of Assignor's duties, obligations and/or interest under the RDA.

4. Assumption. Upon this Agreement being fully-executed, Assignee shall assume all of Assignor's duties, obligations and/or interest under the RDA.

5. No Effect on Recording Priority of RDA. The parties agree that entering into this Agreement shall have no effect on the recording priority of the RDA and that this Agreement shall relate back to the date the RDA was originally recorded in the land title records of Cook County, Illinois.

6. No Change in Defined Terms. All capitalized terms not otherwise defined herein, shall have the same meanings as set forth in the RDA.

7. Other Terms in the RDA Remain. All other provisions and terms of the RDA shall remain unchanged.

8. Authority. Each of the Assignor and Assignee represents and warrants to the other parties that this Agreement is duly authorized by all necessary corporate or limited liability company action and that the person executing this Agreement on behalf of such party is duly authorized to execute this Agreement on behalf of such party.

9. Recording and Filing. Assignor shall cause this Agreement and all amendments and supplements hereto to be recorded and filed against the Property (legally described on Exhibit A hereto) on the date hereof in the conveyance and real property records of the county in

# UNOFFICIAL COPY

which the Property is located. Assignor shall pay all fees and charges incurred in connection with any such recording. Upon recording, Assignor shall immediately transmit to the City an executed original of this Agreement showing the date and recording number of record.

10. City Funds. Notwithstanding the Assignment and Assumption, the Assignor and Assignee agree that the City shall make any remaining disbursements of City Funds pursuant to the RDA to the Assignor.

11. Lease and Operator. Assignor has assigned and Assignee has assumed the Lease with the Operator (as such terms are defined in Recital D of the RDA).

Property of Cook County Clerk's Office

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed on or as of the day and year first above written.

Assignor

CPMOK Properties, LLC  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Christian Pappas

Its: Sole and Managing Member

First Midwest Bank as Successor Trustee to  
STANDARD BANK & TRUST COMPANY,  
not personally but solely as trustee of Trust #13608  
under trust agreement dated November 27, 1992

This instrument is executed by FIRST MIDWEST BANK, not personally but solely as Trustee under trust No. 13608, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by FIRST MIDWEST BANK, are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against FIRST MIDWEST BANK, by reason of any of its terms, provisions, stipulations, covenants and/or statements contained in this instrument.

By: Joy L. Hooper

Name: Joy L. Hooper

Its: Trust Officer

CHRISTIAN PAPPAS, an individual,  
not personally but solely as trustee  
of the Christian Pappas Profit Sharing Plan  
(also known as the Chris Pappas Profit Sharing  
Plan)

CHRISTIAN PAPPAS, an individual,  
as participant in the Christian Pappas Profit Sharing  
Plan (also known as the Chris Pappas Profit Sharing  
Plan) and as beneficiary of Standard Bank & Trust  
Company Trust #13608 under trust agreement dated  
November 27, 1992

Assignee

Lumajo-Beverly LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

# UNOFFICIAL COPY

IN WITNESS WHEREOF, the parties hereto have caused this Agreement be executed on or as of the day and year first above written.

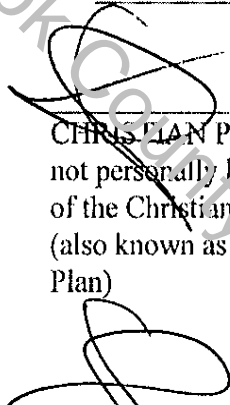
Assignor

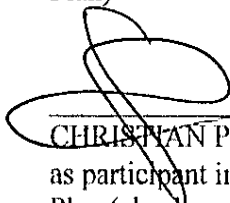
CPMOK Properties, LLC  
an Illinois limited liability company

By:   
Name: Christian Pappas  
Its: Sole and Managing Member

STANDARD BANK & TRUST COMPANY,  
not personally but solely as trustee of Trust #13608  
under trust agreement dated November 27, 1992

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

  
CHRISTIAN PAPPAS, an individual,  
not personally but solely as trustee  
of the Christian Pappas Profit Sharing Plan  
(also known as the Chris Pappas Profit Sharing  
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as participant in the Christian Pappas Profit Sharing  
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Plan) and as beneficiary of Standard Bank & Trust  
Company Trust #13608 under trust agreement dated  
November 27, 1992

Assignee

Lumajo-Beverly LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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Assignor

CPMOK Properties, LLC  
an Illinois limited liability company

By: \_\_\_\_\_

Name: Christian Pappas

Its: Sole and Managing Member

First Midwest Bank as Successor Trustee to  
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under trust agreement dated November 27, 1992

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By: Joy L. Hooper

Name: Joy L. Hooper

Its: Trust Officer

CHRISTIAN PAPPAS, an individual,  
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(also known as the Chris Pappas Profit Sharing  
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Plan) and as beneficiary of Standard Bank & Trust  
Company Trust #13608 under trust agreement dated  
November 27, 1992

Assignee

Lumajo-Beverly LLC

By: Joseph Lemire by \_\_\_\_\_ attorney in fact  
Name: Joseph Lemire by \_\_\_\_\_ attorney in fact  
Its: Manager

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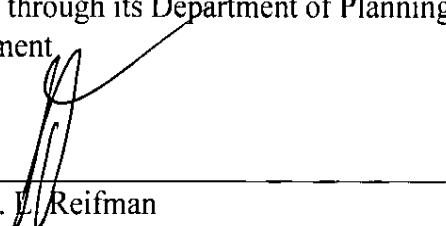
City

CITY OF CHICAGO, a municipal corporation,  
acting by and through its Department of Planning  
and Development

By: \_\_\_\_\_

Name: David J. Reifman

Title: Commissioner



**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

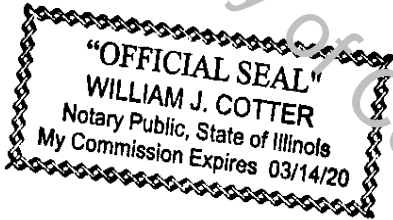
Property of Cook County Clerk's Office

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STATE OF ILLINOIS )  
) SS  
COUNTY OF COOK )

I, WILLIAM J. COTTER notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that CHRIS PAPPAS, personally known to me to be the MEMBER of CPMOK Properties, LLC, an Illinois limited liability company (the "Assignor"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Assignor, as his/her free and voluntary act and as the free and voluntary act of the Assignor, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10<sup>th</sup> day of Oct, 2017.



[Signature]  
Notary Public

My Commission Expires 3-14-20

(SEAL)





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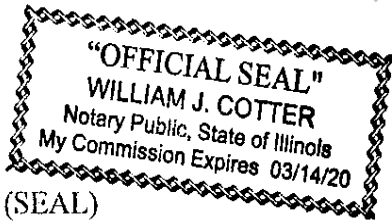
STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

I, WILLIAM J. COTTER, a notary public in and for the said County, in the State  
aforesaid, DO HEREBY CERTIFY that Christian Pappas, personally known to me to be the  
TRUSTEE of ✓, a(n) \_\_\_\_\_ (the "Plan Trustee"), not personally but solely as  
trustee of the Christian Pappas Profit Sharing Plan (also known as the Chris Pappas Profit  
Sharing Plan), 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 acknowledged that he  
signed, sealed, and delivered said instrument, pursuant to the authority given to him as the Plan  
Trustee, as his free and voluntary act and as the free and voluntary act of the Plan Trustee, for the  
uses and purposes therein set forth.

GIVEN under my hand and official seal this 10<sup>th</sup> day of Oct., 2017

WJC  
Notary/Public

My Commission Expires 3-14-20



(SEAL)

\*  
CHRIS PAPPAS PROFIT SHARING PLAN

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STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

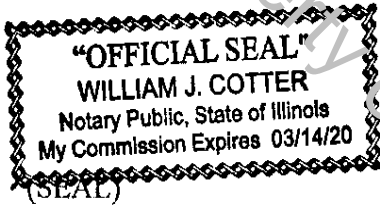
I, WILLIAM J. COTTER, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Christian Pappas, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 10<sup>th</sup> day of Oct., 2017

*[Handwritten Signature]*

Notary Public

My Commission Expires 3-14-20



Property of Cook County Clerk's Office

# UNOFFICIAL COPY

STATE OF ILLINOIS )  
  ) SS  
COUNTY OF COOK )

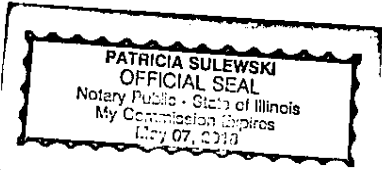
I, Patricia Sulewski, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that David L. Reifman, personally known to me to be the Commissioner of the Department of Planning and Development of the City of Chicago (the "City"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument pursuant to the authority given to him by the City, as his free and voluntary act and as the free and voluntary act of the City, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 3<sup>rd</sup> day of OCTOBER, 2017.

Patricia Sulewski

Notary Public

My Commission Expires 5/7/18



(SEAL)

Property of Cook County Clerk's Office

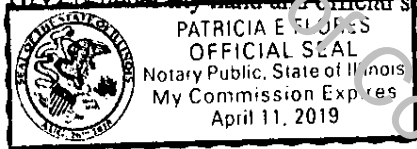
# UNOFFICIAL COPY

STATE OF ILLINOIS )  
                                  ) SS  
COUNTY OF COOK )

I, Patricia Flores, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Carter, personally known to me to be the Attorney in fact for Lumajo-Beverly LLC, an Illinois limited liability company (the "Assignee"), 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 acknowledged that he/she signed, sealed, and delivered said instrument, pursuant to the authority given to him/her by the Assignee, as his/her free and voluntary act and as the free and voluntary act of the Assignee, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this

11<sup>th</sup> day of October, 2017.



[Signature]  
Notary Public

My Commission Expires 4/11/19

(SEAL)

# UNOFFICIAL COPY

Exhibit A

Legal Description of the Property

(Attached)

Address: 10900 South Western Avenue, Chicago, Illinois 60643  
10906 South Western Avenue, Chicago, Illinois 60643

PIN: 24-13-423-017-0000  
24-13-423-019-0000  
24-14-423-078-0000  
24-13-423-079-0000

**COOK COUNTY  
RECORDER OF DEEDS**

**COOK COUNTY  
RECORDER OF DEEDS**

Property of Cook County Clerk's Office

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## EXHIBIT A

### LEGAL DESCRIPTION

LOT 2 (EXCEPT THE NORTH 14.0 FEET THEREOF) AND ALL OF LOT 3, IN SOUTH TOWN, A RESUBDIVISION OF LOTS 1 TO 9, 16 TO 24 INCLUSIVE IN BLOCK 1, LOTS 1 TO 9 AND 16 TO 24 IN BLOCK 2 AND LOTS 1 TO 32 IN BLOCK 3, LOTS 1 TO 28 IN BLOCK 4, LOTS 5 TO 28 IN BLOCK 5, LOTS 1 TO 32 IN BLOCK 6, LOTS 7 TO 19 IN BLOCK 7, AND LOTS 7 TO 19 IN BLOCK 8 IN FIREMAN'S INSURANCE COMPANY ADDITION TO MORGAN PARK IN THE SOUTHEAST  $\frac{1}{4}$  OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 13, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 27, 1926, AS DOCUMENT NO. 9255323 IN COOK COUNTY, ILLINOIS.

Commonly Known As: 10906 South Western Avenue, Chicago, IL 60643

Permanent Index No.: 24-13-423-019-0000  
24-13-423-079-0000

Lot 1, and the North 14 feet of Lot 2 in South Town, a Resubdivision of Lots 1 to 9, 16 to 24 inclusive in Block 1, Lots 1 to 9 and 16 to 24 in Block 2 and Lots 1 to 32 in Block 3, Lots 1 to 28 in Block 4, Lots 5 to 28 in Block 5, Lots 1 to 32 in Block 6, Lots 7 to 19 in Block 7, and Lots 7 to 19 in Block 8 in Fireman's Insurance Company Addition to Morgan Park in the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 13, Township 37 North, Range 13, East of the Third Principal Meridian, according to the Plat thereof recorded April 27, 1926 as Document No. 9255323 in Cook County, Illinois.

ADDRESS - 10900 SOUTH WESTERN AVENUE.  
CHICAGO, IL 60643

24-13-423-017-0000  
24-13-423-078-0000