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Doc# 1807229047 Fee \$52.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/13/2018 01:05 PM PG: 1 OF 8

Recording Requested By and
When Recorded Return To:

Patrice Harris
Nixon Peabody LLP
799 9th Street, N.W.
Suite 500
Washington, DC 20001

MEMORANDUM OF

ASSIGNMENT AND ASSUMPTION OF LEASE AND LANDLORD CONSENT

This Memorandum of Assignment and Assumption of Lease and Landlord Consent ("Memorandum") is entered into as of the 12th day of March, 2018, by and among **HOUSING AUTHORITY OF COOK COUNTY**, a municipal corporation ("Landlord"), **RESPOND NOW**, an Illinois not-for-profit corporation ("Assignor") and **SOUTH SUBURBAN SENIOR LIVING GROUP, LLC**, an Illinois limited liability company ("Assignee"). Assignor and Assignee are sometimes referred to herein as "Tenant," as the context requires.

RECITALS:

A. Landlord and Assignor are parties to that certain Ground Lease dated as of even date herewith (the "Lease"), with respect to that certain real property with a street address of 3210 W. 139th Street, Robbins, Illinois, commonly known as the Edward Brown Apartments and 15306 Robey Avenue, Harvey, Illinois, commonly known as the Turlington West Apartments, as legally described on Exhibit A attached hereto and made a part hereof (together, the "Property").

B. Landlord, Assignor and Assignee (collectively, the "Parties") desire to record this Memorandum in lieu of recording the Assignment and Assumption of Lease and Landlord Consent ("Assignment") itself for the purpose of placing the public on notice of inquiry that the Property is subject to the terms and conditions of the Assignment, the provisions thereof material to this Memorandum being incorporated herein and made a part hereof by reference.

Without limitation, the Assignment contains the following covenants and agreements between the Parties, to-wit:

1. Assignment and Assumption of Lease. Assignee will assume the obligations and rights of the Lease as though effective as of 12:01 a.m. (Eastern Standard Time) on March 12, 2018 (the "Effective Date"). Assignor hereby assigns to Assignee all of Assignor's right, title and interest as Tenant in and to the Lease and the Property, and conveys to Assignee all improvements and fixtures and other personal property located in or upon the Property, effective as of the Effective Date.

2. Confirmation and Republication; Integration. As amended hereby, the Lease is hereby ratified, confirmed and republished, and all of the terms, provisions and conditions of the Lease shall remain in full force and effect and shall continue to be binding upon and inure to the

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benefit of the parties hereto, their heirs, executors, administrators, successors in interest, and assigns.

3. Miscellaneous.

(a) Nothing contained in this Memorandum shall change, modify, amend, limit or affect any of the terms or provisions of the Assignment or the rights, duties and obligations of Landlord and Tenant thereunder, all of which remain in full force and effect.



(b) This Memorandum shall automatically terminate, without the necessity of the execution of any further document or instrument, upon the date of termination or expiration of the Lease (or of Tenant's right to possession thereunder, whichever occurs first).

(c) This Memorandum is binding on and shall inure the benefit of the parties and their respective heirs, executors, personal representatives, successors and assigns and shall be appurtenant to and shall run with the land.

(d) This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) This Memorandum is not a complete summary of the Assignment and accordingly, Landlord and Tenant agree that this Memorandum shall not be used in interpreting the Assignment and that, in the event of any conflict between the terms of this Memorandum and the terms of the Assignment, the terms of Assignment shall control.

[Signature pages follow]

REAL ESTATE TRANSFER TAX		13-Mar-2018
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00

28-02-230-017-0000 | 20180301617095 | 0-138-315-296

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IN WITNESS WHEREOF, this Memorandum is executed as of the date first above written.

Landlord:

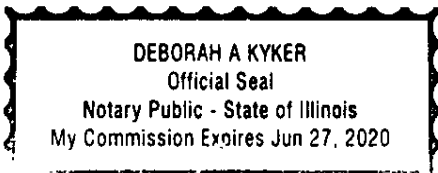
HOUSING AUTHORITY OF COOK COUNTY,
an Illinois municipal corporation

By: Richard J. Monocchio
Richard J. Monocchio, Executive Director

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, DEBORAH A KYKER, a Notary Public, in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Richard I. Monocchio, the Executive Director of the **Housing Authority of Cook County**, an Illinois municipal corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Executive Director, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said municipal corporation, for the uses purposes therein set forth.

GIVEN under my hand and official seal this 7TH day of MARCH, 2018.



Deborah A. Kyker
Notary Public

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Assignor:

RESPOND NOW, an Illinois not-for-profit corporation

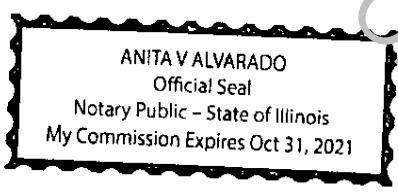
By: *C. J. Wolf*
Name: Carl J. Wolf
Title: Executive Director

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Anita V. Alvarado the undersigned, a Notary Public, in and for the County and State aforesaid, do certify that Carl J. Wolf, the Executive Director of Respond Now, an Illinois not-for-profit corporation ("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 acknowledged that he signed and delivered the said instrument on behalf of the Company, as the free and voluntary act of such person and the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8 day of March, 2018.

Anita V. Alvarado
Notary Public



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Assignee:

SOUTH SUBURBAN SENIOR LIVING GROUP, LLC, an Illinois limited liability company

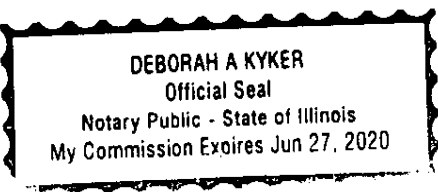
By: Housing Authority of Cook County, its Sole Member

By: *Richard J. Monocchio*
Richard J. Monocchio
Executive Director

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

I, DEBORAH A KYKER, the undersigned, a Notary Public, in and for the County and State aforesaid, do certify that Richard J. Monocchio, the Executive Director of the sole member of South Suburban Senior Living Group, LLC, an Illinois limited liability company ("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 acknowledged that he signed and delivered the said instrument on behalf of the Company, as the free and voluntary act of such person and the free and voluntary act and deed of the Company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 7TH day of MARCH, 2018.



Deborah A. Kyker
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

1. **Edward Brown Apartments**

Street Address: 3210 W. 139th Street, Robbins, IL

PIN: _____

[Legal description to be inserted]


2. **Turlington West Apartments**

Street Address: 15306 Robey Avenue, Harvey, IL

PIN: _____

[Legal description to be inserted]

Property of Cook County Clerk's Office



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TRACT 1:

The leasehold estate or interest in the land described below and covered herein is :

PARCEL 1:

LOTS 17 TO 30, BOTH INCLUSIVE, IN BLOCK 5 IN W. L. DEWOLF'S SUBDIVISION OF PARTS OF SECTIONS 1 AND 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1911 AS DOCUMENT NUMBER 4882971, IN COOK COUNTY, ILLINOIS.

ALSO

THAT PART OF A PUBLIC ALLEY IN W.L. DEWOLF'S SUBDIVISION OF PARTS OF SECTIONS 1 AND 2, TOWNSHIP 36 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 13, 1911 AS DOCUMENT NUMBER 4882971; LYING EAST AND SOUTH OF LOTS 29 AND 30; WEST AND SOUTH OF LOTS 17 AND 18; AND LYING NORTHERLY OF LOTS 19 THROUGH 28, INCLUSIVE, IN SAID W.L. DEWOLF'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF THE NORTH 10 ACRES, OF THE SOUTH HALF, OF THE NORTHWEST QUARTER, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH TEN (10) ACRES OF THAT PART OF THE SOUTH HALF (1/2), OF THE NORTHWEST QUARTER (1/4), LYING EASTERLY OF VINCENNES ROAD, IN SECTION 18, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, 1174.15 FEET EAST OF THE EAST LINE OF DIXIE HIGHWAY, WHICH SOUTH LINE OF SAID NORTH 10 ACRES IS ON A LINE EAST 89 DEGREES 59 MINUTES 8 SECONDS SOUTH, SAID POINT OF BEGINNING BEING 330.00 FEET WEST OF THE EAST LINE OF SAID NORTH WEST QUARTER (1/4), ACCORDING TO TRUSTEE'S DEED RECORDED AS DOCUMENT NUMBER 3139325; THENCE, FROM SAID POINT OF BEGINNING, NORTH 28 DEGREES 02 MINUTES 05 SECONDS EAST, ALONG A LINE WHICH, IF EXTENDED NORTHEAST, INTERSECTS A LINE 33 FEET WEST OF THE EAST LINE OF SAID NORTHWEST QUARTER, AT A POINT THAT MEASURES 1007.01 FEET FROM A POINT 33 FEET SOUTH, AND 33 FEET WEST, OF THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER, TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4), OF THE NORTHWEST QUARTER (1/4), OF SAID SECTION 18; THENCE EAST ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER (1/4), OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 18, TO THE EAST LINE OF THE NORTHEAST QUARTER (1/4), OF THE NORTHWEST QUARTER (1/4), OF SAID SECTION 18; THENCE SOUTH ALONG THE EAST LINE OF THE NORTHWEST QUARTER (1/4), OF SAID SECTION 18, TO THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 10 ACRES, OF THAT PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER, LYING EASTERLY OF VINCENNES ROAD IN SAID SECTION 18; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTH 10 ACRES, TO THE POINT OF BEGINNING (EXCEPT THE EAST 33 FEET THEREOF DEDICATED FOR ROBEEY STREET).

TRACT 2:

FEE SIMPLE OWNERSHIP OF ALL BUILDINGS AND IMPROVEMENTS LOCATED, OR TO BE LOCATED ON THE LAND DESCRIBED AS TRACT 1.

Commonly known as: 3210 W 139th Street, Robbins, IL 60472 as to Parcel 1; and 15306 Robey Avenue, Harvey, Illinois as to Parcel 2

PINS:

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- 28-02-230-017-0000 (PORTION PARCEL 1)
- 28-02-230-018-0000 (PORTION PARCEL 1)
- 28-02-230-047-0000 (PORTION PARCEL 1)
- 28-02-230-048-0000 (PORTION PARCEL 1)
- 28-02-230-049-0000 (PORTION PARCEL 1)
- 29-18-108-005-0000 (AFFECTS PARCEL 2)
- 29-18-108-011-0000 (AFFECTS PARCEL 2)

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COOK COUNTY
RECORDER OF DEEDS

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