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Recording Requested By and  
When Recorded Return To:

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

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KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 03/13/2018 12:56 PM PG: 1 OF 8

**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"), **SOUTH SUBURBAN SENIOR LIVING GROUP, LLC**, an Illinois limited liability company ("Assignor") and **SOUTH SUBURBAN SENIOR LIVING, 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 Respond Now, an Illinois not-for-profit corporation ("Sub-Landlord"), are parties to that certain Ground Lease dated as of even date hereof (the "Lease"), with respect to that certain real property with a street address of 3210 W. 139<sup>th</sup> 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. Subsequent to the execution of the Lease, Sub-Landlord assigned and was released from, and Assignor assumed, all of Sub-Landlord's rights, title and interest as Tenant in and to the Lease and the Premises, pursuant to that certain Assignment and Assumption of Lease and Landlord Consent, dated as of even date hereof, by and between Landlord, Sub-Landlord and Assignor (the "Original Assignment").

C. Subsequent to the execution of the Original Assignment, Assignor assigned and was released from, and Assignee assumed, all of Assignor's rights, title and interest as Tenant in and to the Lease and the Premises, pursuant to that certain Assignment and Assumption of Lease and Landlord Consent, dated of even date hereof (the "Second Assignment"), by and between Landlord, Assignor and Assignee (collectively, the "Parties").

D. The Parties desire to record this Memorandum in lieu of recording the Second 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 Second Assignment, the provisions thereof material to this Memorandum being incorporated herein and made a part hereof by reference.

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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 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 Second 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 Second Assignment and accordingly, Landlord and Tenant agree that this Memorandum shall not be used in interpreting the Second Assignment and that, in the event of any conflict between the terms of this Memorandum and the terms of the Second Assignment, the terms of Second Assignment shall control.

*[Signature pages follow]*

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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 7<sup>TH</sup> day of MARCH, 2018.



*Deborah A. Kyker*  
Notary Public

REAL ESTATE TRANSFER TAX		10-Mar-2018
	COUNTY:	0.00
	ILLINOIS:	0.00
	TOTAL:	0.00
28-02-230-017-0000   20180301617099   2-071-639-584		





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## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

1. **Edward Brown Apartments**

**Street Address:** 3210 W. 139<sup>th</sup> Street, Robbins, IL

**PIN:** \_\_\_\_\_

[Legal description to be inserted]

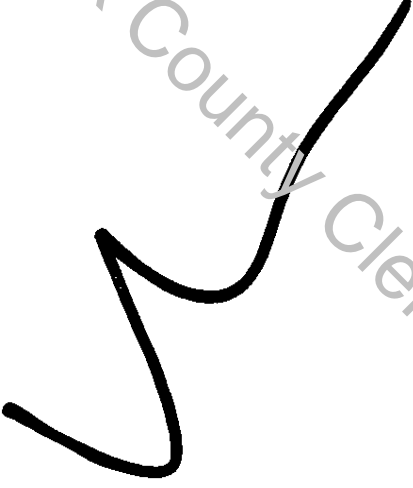
2. **Turlington West Apartments**

**Street Address:** 15306 Robey Avenue, Harvey, IL

**PIN:** \_\_\_\_\_

[Legal description to be inserted]

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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 NORTHWEST 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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A large, handwritten signature in black ink is written over the diagonal watermark text. The signature is stylized and appears to be a name, possibly "W. J. ...".