

# UNOFFICIAL COPY

This instrument prepared by:  
Michael Aminpour  
South Stony Island, LLC.  
10660 Wilshire Blvd  
#409  
Los Angeles, CA 90024

After recording, return to:  
Progressive Closing and  
ESCROW Company LLC  
515 Rockaway Avenue  
Valley Stream, NY 11581



Doc# 1809534039 Fee \$50.00

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

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 04/05/2018 11:29 AM PG: 1 OF 7

Order No.:

Escrow No.: 150-002785

APN:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THE UNDERSIGNED GRANTOR(S) DECLARE(S):  
THIS CONVEYANCE IS EXEMPT FROM THE  
ILLINOIS REAL PROPERTY TRANSFER TAX ACT  
PURSUANT TO EXEMPTION 35ILCS 200/31-45(e)

**Re: 7445 S Stony Island, Chicago, IL (Property) & 7459 S Stony Island, Chicago, IL  
(Parking Lot)**

## ASSIGNMENT & ASSUMPTION OF LEASES

THIS ASSIGNMENT & ASSUMPTION OF LEASES (this "*Assignment*"), dated as of March, 26, 2018, is made by and among South Stony Island LLC, an Illinois limited liability company ("*Assignor*"), and Dearborn management Group LLC, a Michigan limited liability company ("*Assignee*").

### RECITALS

A. Assignor is the holder of the tenant's interest in those Lease Agreement listed in Schedule 1 to this Assignment (the "*Leases*"), pursuant to which Assignee has leased certain real property and improvements as more particularly described therein (the "*Premises*").

B. Pursuant to the terms and conditions of the Asset Sale Agreement, dated as of February 14, 2018, (the "*Purchase Agreement*"), Assignor agrees to assign to Assignee all of the Assignor's right, title, and interest in and to the Leases, and Assignee agrees to accept such assignment and assume all obligations associated therewith.

### AGREEMENT

NOW, THEREFORE, for and in consideration of the rights and interests described in the Leases and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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1. Assignment. Subject to Section 4 below, effective as of the Closing Date (as defined in the Purchase Agreement) (the "*Effective Date*"), Assignor hereby assigns to Assignee all of Assignor's right, title, and interest to, in and under each of the Leases and to the premises, property, land, or facilities in which an interest is conveyed thereby for and during the remainder of the existing term of such Leases.

2. Assumption. By execution hereof, Assignee hereby accepts such assignment, assumes the Leases and all of the obligations and duties of Assignor incurred under the Leases arising from and after the Effective Date, and agrees to perform and observe all of the covenants, terms, promises, agreements and conditions therein contained on Assignor's part to be performed and observed for the full term thereof, from and after the Effective Date.

3. Consent to Assignment. To the extent that any landlord's consent is required to assign any Lease pursuant to this Assignment, then this Assignment will be effective as to such Lease on the date upon which such landlord's consent is granted unless such consent requirement is waived by Assignee.

4. Notices. All notices or other communications required or permitted hereunder shall be made in accordance with the terms of the Purchase Agreement.

5. Miscellaneous.

5.1 Terms of the Purchase Agreement. The terms of the Purchase Agreement (including the definition and usage provisions where capitalized terms are used but not defined herein) are incorporated herein by this reference, and will not be superseded by this Assignment, but will remain in full force and effect to the full extent provided therein. If there is any inconsistency between the Purchase Agreement and this Assignment, the Purchase Agreement will control.

5.2 Entire Agreement. This Assignment together with the Purchase Agreement, contains all of the agreements of the parties hereto with respect to the matters contained herein, and no prior agreement, arrangement or understanding pertaining to any such matters shall be effective for any purpose. Except for any subsequent amendments or modifications to the Leases made in accordance with the terms thereof, any agreement made after the date of this Assignment is ineffective to modify or amend the terms of this Assignment, in whole or in part, unless that agreement is in writing, is signed by the parties to this Assignment, and specifically states that that agreement modifies this Assignment.

5.3 Governing Law. This Assignment will be governed by and construed and enforced in accordance with the laws of the State of Illinois without regard to principles of conflicts of law. Any dispute arising under or in connection with this Assignment will be resolved in any state or federal courts located in the County of Cook, State of Illinois, and the parties hereby submit to the exclusive jurisdiction of such courts in respect of any such proceeding. THE PARTIES HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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5.4 Counterparts. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed will be deemed to be an original, but all of which taken together will constitute one and the same agreement.

5.5 Successors and Assigns; Third-Party Beneficiaries. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors in interest and assigns. Nothing contained in this Assignment shall be deemed to confer upon any person, other than the parties hereto and their respective successors and permitted assigns, any rights, remedies, claims, causes of action or obligations under, or by reason of this Assignment.

[Signature Page Follows]

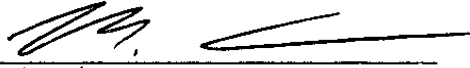
Property of Cook County Clerk's Office

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

ASSIGNOR:

South Stony Island , LLC

By:   
 Name: Michael Aminpour  
 Title: member

Property of Cook County Clerk's Office

~~State of \_\_\_\_\_ ) SS  
 County of \_\_\_\_\_~~

~~On March, \_\_\_\_\_, 2018 before me, the undersigned notary public, personally appeared, \_\_\_\_\_ of South Stony Island LLC, an Illinois limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.~~

WITNESS my hand and official seal.

\_\_\_\_\_ Seal

**SEE ATTACHMENT**

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## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

On 03/07/2018 before me, MARC OHANESSIAN, Notary Public,  
(Here insert name and title of the officer)

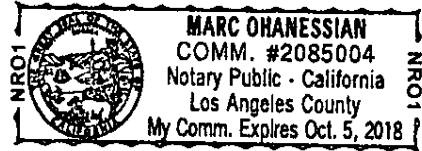
personally appeared MICHAEL AMINPOUR

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public



(Notary Seal)

### ADDITIONAL OPTIONAL INFORMATION

#### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
 (Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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

ASSIGNEE:

Dearborn Management Group LLC

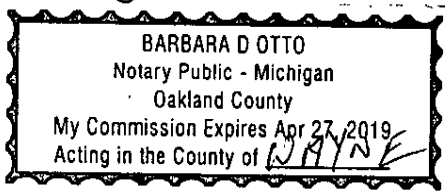
By: [Signature]  
Name: DAGLC ALI NASSER  
Title: OWNER

State of MICHIGAN

County of WAYNE

On, March, 07, 2018 before me, BARBARA D OTTO a notary public, personally appeared, Ali K. Nasser, Member of Dearborn Management Group LLC, a Michigan limited liability company, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.  
[Signature] Seal



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## Schedule 1

Lease dated July 1, 1973 (the "Lease"), 7400 SSI LLC, or its predecessor in interest ("Landlord") leased to Ampex Brands Chicago, a Delaware limited liability company, successor in interest to KFC Corporation, a Delaware corporation, successor by merger to KFC of America, Inc., a California corporation, certain real property together with any leasehold improvements and fixtures located thereon generally known as KFC Store # Y300005, located at 7445 S Stony Island, Chicago, IL and more particularly described in the Lease and as follows (the "Premises");

Lots 23, 24, 25 and 26 in Pearce's Third Addition To Chicago, A Subdivision Of Block 15, Of Conrad Seipp's Subdivision Of West ½ Of The Northwest ¼ Of Section 25, Township 36 North, Range 14, East Of The Third Principal Meridian, In Cook County, Illinois.

Perm TAX # 20-25-132-034-0000

Address: 7459 S. STONY ISLAND AVENUE,  
CHICAGO, IL

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