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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/04/2021 09:39 AM PG: 1 OF 5

This Document Prepared by:

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EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW. (9)5ILCS 200/31-45)

DATE: OCTOBER 29, 2021

SCG CHURCH STREET PLAZA, LLC

.v:\_/<u>></u>

Bran Bill, Vice President

### ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE(the "Assignment"), is made this 29<sup>th</sup> day of October , 2021 (the "Effective Date"), by and between SCG CHURCH STREET PLAZA, LLC, a Delaware limited liability company (herein called "Assignor"), and 900-950 CHURCH STREET PROPERTY LLC, an Illinois limited liability company (herein called "Assignee").

- A. Assignor, as tenant is a party to that certain lease set forth in the attached Exhibit A (together with all amendments, collectively, the "Lease") with the Chicago Transit Authority ("Landlord").
- B. Assignor has agreed to assign the Lease to Assignee pursuant to that certain Agreement of Purchase and Sale Agreement between Assignor and Assignee dated August 9, 2021 (as amended, collectively, the "Agreement").

Now therefore, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuation consideration, the receipt and sufficiency of which is hereby acknowledge, Assignor and Assignee agree as follows:

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- 1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, interest, and obligations of Assignor under the Lease.
- 2. Assignee hereby accepts such assignment and transfer of Assignor's rights and interest with respect to the Leases and assumes and agrees to perform all of the duties, obligations, undertakings and liabilities of Assignor which arise or accrue under the Leases from and after the Effective Date of this Assignment.
- 3. ASSIGNEE ACKNOWLEDGES AND AGREES, BY ITS ACCEPTANCE HEREOF, THAT, EXCEPT AS EXPRESSLY PROVIDED IN, AND SUBJECT TO THE LIMITATIONS CONTAINED IN THE AGREEMENT, ASSIGNOR'S INTEREST IN THE LEASE IS CONVEYED "AS IS, WHERE IS" AND IN THEIR PRESENT CONDITION "WITH ALL FAULTS", AND THAT ASSIGNOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, L'AST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE LEASE, THE PAYMENTS TO BE MADE THEREUNDER, OR THE ENFORCEABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE LEASE.
- 4. This Assignment shall be o'nding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. This Assignment may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

ne instrument.

[Remainder of Page Left Intentionally Blank]

[Signatures Contained on Following Pages]

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All of the covenants, terms, and conditions set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, assigns, and legal representatives.

### ASSIGNOR:

SCG CHURCH STREET PLAZA, LLC., a

Delaware limited liability company

(SEAL)

Brian Bill. Vice President

STATE OF GEORGIA

COUNTY OF

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Brian Bill, the Vice President of SCG Church Street Plaza, LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he signed and delivered said instrument as his free and voluntary act, and as the free and voluntary act of the company, for the uses and purposes therein set forth.

GIVEN UNDER my hand and Notarial Seal this 27 day of Oxforder

**INOTARY SEA** 

My Commission Expires:  $\frac{u/5/2v}{}$ 

[Signatures Continue on Following Page]

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### **ASSIGNEE**:

900-950 CHURCH STREET PROPERTY LLC,

an Illinois limited liability company
By: GW Property Group, LLC – Series 147, a
designated series of GW Property Group, LLC, a
Delaware series limited liability company, its
Manager

By: <u>Now Rounds</u> (SEAL) Shai Wolkowicki, Manager

COUNTY OF (WK) SS

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY, that Shai Wolkowicki, the Manager of GW Property Group, LLC – Series 147, a designated series of GW Property Group, LLC, a Delaware series limited liability company, the Manager of 900-950 Church Street Property LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument in such capacity, appeared before me this day in person and acknowledged he/she signed and delivered said instrument as his/her free and voluntary act, and as the free and voluntary act of the company for the uses and purposes therein set 100 th.

GIVEN UNDER my hand and Notarial Seal this 29 day of 0105cr, 2021.

Notary Public

[NOTARY SEAL]

My Commission Expires: 7/21/2024

NATALIE ACIERTO
Official Seal
Notary Public - State of Illinois
My Commission Expires Jul 24, 2024

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### **EXHIBIT A**

#### THE LEASE

Lease Parcel 11

The Leasehold Estate created by the instrument herein referred to as the Ground Lease, executed by the Chicago Transit Authority, a Municipal corporation, as Lessor, and City of Evanston, a Municipal corporation, dated September 15, 1999, as assigned by Assignment and Assumption Agreement daied December 21, 1999 between the City of Evanston and Church Street Plaza, L.L.C., as amended by First Amendment to Ground Lease between the Chicago Transit Authority, a Municipal corporation, as Lesor, and Church Street Plaza, LLC, as Tenant, as Lessee/Assignee, which lease and amendment was recorded July 27, 2005 as Document 0520802166, as assigned by Assignment and Assuption of Ground Lease to SCG Church Street and As.

Clarks

Office Plaza, LLC recorded December 6, 2013 as Documnt 1334015043, and also assigned to SCG Church Plaza, LLC by Assignment and Assumption of Ground Lease recorded April 22, 2014 as Document 1411234034.