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EXEMPT UNDER PROVISIONS OF PARAGRAPH (e), SECTION 31-45 OF THE REAL ESTATE TRANSFER TAX LAW. (905ILCS 200/31-45)

DATE: October 29, 2021 SCG CHURCH STREET PLAZA, LLC

By: Brian Bill
Brian Bill, Vice President

ASSIGNMENT AND ASSUMPTION OF GROUND LEASE

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE(the "Assignment"), is made this 29th 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, PAST, 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 binding 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.

[Remainder of Page Left Intentionally Blank]

[Signatures Contained on Following Pages]

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