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Doc#. 2227728255 Fee: \$98.00
Karen A. Yarbrough
Cook County Clerk
Date: 10/04/2022 03:12 PM Pg: 1 of 5

THIS INSTRUMENT WAS PREPARED

BY:

Morton Noveck
Alspector, Sosin & Noveck, PLLC
30100 Telegraph Road, Suite 360
Bingham Farms, Michigan 48025
248-642-3200

AFTER RECORDING RETURN TO:

Robert Silverman
Equis Law Group, LLC
2901 Butterfield Road,
Oak Brook, Illinois 60523

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of this 27th day of July, 2022, by and between SNYDER PROPERTIES I, LLC, a Delaware limited liability company ("Assignor"), and 2012 CALEXICO INVESTMENT, LLC, a California limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are the parties to that certain Real Estate Sale Agreement dated as of May 11, 2022 (as such Agreement has been amended and assigned, the "Agreement"), pursuant to which Assignor has agreed to sell to Assignee that certain property located at 11833 S. Western Avenue, Chicago, IL, and situated on the land legally described on Exhibit A attached hereto (the "Premises"); and

WHEREAS, Assignor desires to assign and Assignee desires to assume, the rights, duties, obligations and liabilities of Assignor, as landlord, under that certain Lease dated February 26, 2002, by and between Assignor (successor-in-interest to 119 Western, L.L.C., an Illinois limited liability company) and Walgreen Co., an Illinois corporation (the "Lease"). A Memorandum of Lease with respect to the Lease was filed of record with the Cook County Recorder of Deeds on July 30, 2003 as Document No. 0321110009.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby

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acknowledged, the parties hereto, intending to be legally bound, hereby covenant and agree as follows:

1. Assignor hereby assigns, conveys, transfers and sets over unto Assignee all of Assignor's right, title and interest in, to and under the Lease, including, without limitation, all rent or other charges owing under the Lease from and after the date hereof, any security deposits under the Lease held by Assignor, and any other documents relating to or given in connection with or pursuant to the Lease.
2. Assignee hereby accepts said assignment of the Lease from Assignor and, subject to the terms of the Agreement, assumes all duties, obligations and liabilities of Assignor under Lease arising from and after the date hereof.
3. Assignee covenants and agrees to indemnify, save and hold harmless Assignor from and against any and all loss, cost, expense, liability, claims or causes of action accruing from or after the date hereof and arising from or relative to the Lease. Assignor covenants and agrees to indemnify, save and hold harmless Assignee from and against any and all loss, cost, expense, liability, claims or causes of action accruing prior to the date hereof and arising from or relative to the Lease.
4. The provisions hereof will be binding upon the 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, all of which taken together will constitute one and the same instrument.

[signatures on following pages]

Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first above written.

ASSIGNOR:

SNYDER PROPERTIES I, LLC,
a Delaware limited liability company

By: Paul J. Blizman
PAUL J. BLIZMAN, its Managing Member

State of Michigan)
) ss.
County of Oakland)

Before me, a Notary Public in and for said County and State, personally appeared the above named Paul J. Blizman, Managing Member of Snyder Properties I, LLC, a Delaware limited liability company, who acknowledged that he did sign the foregoing instrument and the same is the free act and deed of said company and of him personally and as such officer.

In Testimony Whereof, I have hereunto set my hand and official seal, this 27th day of July, 2022.

M. Henry

Notary Public
Oakland County, Michigan

My commission expires: 08/20/2024

[Seal]

M. HENRY
NOTARY PUBLIC, STATE OF MI
COUNTY OF GENESEE
MY COMMISSION EXPIRES Jan 25, 2027
ACTING IN COUNTY OF Oakland

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ASSIGNEE:

2012 CALEXICO INVESTMENT, LLC,
a California limited liability company

By. [Signature]
A. Erich Aragon, Manager

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 San Diego

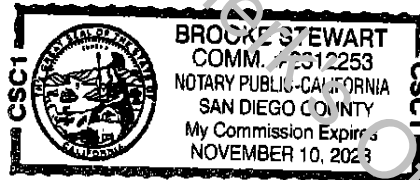
On July 22, 2012 before me, (BROCK STEWART), personally appeared A. Erich Aragon, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), 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: [Signature]
Signature of Notary Public

(Notary Seal)



[ASSIGNEE SIGNATURE PAGE TO ASSIGNMENT AND ASSUMPTION OF LEASE]

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EXHIBIT A

to

Assignment and Assumption of Lease

THAT PART OF LOTS 37 THROUGH 44, BOTH INCLUSIVE IN BLOCK A IN WALKER'S RESUBDIVISION OF BLOCKS A, B AND D IN THE RESUBDIVISION OF BLOCKS A, B, C, D, E, F, I, K, L, M, N, O, Q, R, S, T, U AND V WITH LOTS 1 TO 10 INCLUSIVE AND 17 TO 24 INCLUSIVE IN BLOCK G; LOTS 1 TO 17 INCLUSIVE AND LOTS 24 TO 32 BOTH INCLUSIVE IN BLOCK H IN MORGAN PARK WASHINGTON HEIGHTS, IN THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP OF SAID WALKER'S RESUBDIVISION RECORDED MARCH 16, 1888 AS DOCUMENT NO. 932920, IN BOOK 29 OF PLATS, PAGE 8, (EXCEPTING THEREFROM THAT PART CONVEYED TO THE PEOPLE OF THE STATE OF ILLINOIS, FOR THE USE OF THE DEPARTMENT OF TRANSPORTATION RECORDED AS DOCUMENT NO. 2258777) AND ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 44 BEING ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WESTERN AVENUE; THENCE EASTERLY ON THE NORTH LINE OF SAID LOT 44, A DISTANCE OF 200.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 44; THENCE SOUTHERLY ON THE EAST LINE OF SAID LOTS 44 TO 37 BOTH INCLUSIVE, A DISTANCE OF 386.00 FEET TO A POINT 14.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 37; THENCE WESTERLY THROUGH AN ANGLE OF 96 DEGREES 27 MINUTES 26 SECONDS AS MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 40.25 FEET TO A POINT 18.50 FEET NORTHERLY OF THE SOUTH LINE OF SAID LOT 37; AS MEASURED PARALLEL WITH THE EAST LINE OF SAID LOT 37; THENCE NORTHEASTERLY THROUGH AN ANGLE OF 116 DEGREES 53 MINUTES 44 SECONDS AS MEASURED CLOCKWISE, A DISTANCE OF 43.65 FEET TO A POINT 16.00 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES TO THE EASTERLY LINE OF SAID LOT 38; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID LOTS 38 TO 44, BOTH INCLUSIVE, A DISTANCE OF 270.54 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE CONVEX TO THE NORTHEAST WITH A RADIUS OF 34.50 FEET, AN ARC LENGTH OF 54.16 FEET TO A POINT OF TANGENCY AND 40.00 FEET SOUTHERLY AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 44, THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF SAID LOT 44, A DISTANCE OF 149.40 FEET TO A POINT ON THE WEST LINE OF SAID LOT 44, SAID POINT BEING ALSO ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH WESTERN AVENUE; THENCE NORTHERLY ON THE EAST RIGHT-OF-WAY LINE OF SOUTH WESTERN AVENUE, BEING ALSO ON THE WEST LINE OF SAID LOT 44, A DISTANCE OF 40.00 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

11833 South Western Ave. Chicago, IL 60643

25-19-316-030-0000