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ASSIGNMENT AND ASSUMPTION OF LEASE

\$17.00

THIS ASSIGNMENT AND ASSUMPTION OF LEASE ("Assignment") is made the 12 day of JUNE, 1986, by and between MOXIE'S, INC., a Louisiana corporation (the "Assignor"), and BARRY'S RIBS AND MORE II, INC. an Illinois corporation (the "Assignee").

BACKGROUND FACTS

A. W. A. Seligman, as "Landlord", who has been succeeded in interest by American National Bank and Trust Company of Chicago, as Trustee, under Trust Agreement dated June 21, 1976 (a/k/a Trust No. 3898) entered into a lease dated April 9, 1976 with Cork 'N Cleaver, Inc. as "Tenant", which lease was amended on June 22, 1976 and March 22, 1977 (the "Lease"), which Lease covered the land and building located at 555 Mall Drive in Schaumburg, Illinois, more specifically described in Exhibit "A" attached and incorporated by reference.

B. Cork 'N Cleaver Inc. was succeeded, pursuant to corporate reorganizations and assignments, by Assignor.

C. Assignor now desires to assign its rights, as Tenant under the Lease, to Assignee and Assignee desires to assume the obligations of Tenant under the Lease, all as of JUNE 12TH, 1986, (Effective Date").

NOW, THEREFORE, in consideration of their mutual promises, Ten Dollars (\$10.00), and other valuable consideration, the parties agree as follows:

THIS INSTRUMENT PREPARED BY
REGIS J. Dehder Esq.
Diversifonds, Inc.
8601 Dunwoody Place Suite 434
Atlanta Georgia 30338

MAIL TO: LARRY ROSKIN
408 S. OAK PARK AVE.
SUITE 222
OAK PARK, ILL.
60302
BOX 333-HV
2

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1. Assignor, as of the Effective Date, grants, assigns, conveys, sets over and delivers to Assignee all of its right, title and interest as Tenant in and to the Lease, together with all improvements, rights and appurtenances belong or appertaining to such Lease.

2. As of the Effective Date, Assignee accepts and agrees to assume all of the obligations of Tenant under the Lease.

3. Assignor acknowledges and agrees that all obligations of Tenant under the Lease prior to the Effective Date shall be the obligation of Assignor and further acknowledges and agrees that this Assignment does not thereby relieve it of any of its obligations as Tenant to Landlord under the Lease, which obligations remain after the effective Date, with respect to the Landlord, undiminished.

4. Assignor hereby agrees to indemnify and hold Assignee harmless against and from any and all loss, cost, damage, injury, claims or suits at law or in equity arising out of Assignor's breach of the Lease and/or events or circumstances occurring before the Effective Date. Assignee hereby agrees to indemnify and hold Assignor harmless against and from any and all loss, cost, damage, injury, claims or suits at law or in equity incurred by Assignor arising out of Assignee's breach of the Lease and/or events occurring after the Effective Date, except those breaches arising out of or resulting from any untruth in the representations of or any breach in the warranties of Assignor. The indemnification herein provided shall include all costs, counsel fees, and expenses incurred in connection with any such claim or any action or proceeding brought thereon.

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5. Wherever, under this Assignment, a provision is made for notice or delivery, such notice shall be in writing and any notice or delivery shall be deemed given or made on the date deposited in the U.S. Mail, Certified, Return Receipt Requested, to the other party at the address provided below:

Assignor:

MOXIE'S, INC.
8601 Dunwoody Place, Suite 434
Atlanta, Georgia 30338
Att: Law Department

Assignee:

BARRY'S RIBS AND MORE II, INC.
c/o Lawrence C. Roskin, Esq.
408 S. Oak Park Avenue, Suite 222
Oak Park, Illinois 60302

Either party may, by notice, change the address for notice under this Assignment.

6. This Assignment shall be governed by the laws of the State of Illinois.

7. In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Assignment, the prevailing party in that action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including court costs and reasonable attorneys' fees.

8. This Assignment shall inure to the benefit of and be binding upon Landlord, Assignor and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date below their signatures.

Assignor:

MOXIE'S, INC.

By: James D. Burt

Its: Vice President

Date: JUNE 9, 1986

ATTEST:

By: Regina J. Hebbeler

Its: Assistant Secretary

WITNESSES:

James D. Burt
Regina J. Hebbeler

Assignee:

BARRY'S RIBS AND MORE II, INC.

By: W. J. Smith

Its: PRESIDENT

Date: JUNE 12, 1986

ATTEST:

By: W. J. Smith

Its: SECRETARY

WITNESSES:

W. J. Smith
Patricia Louise Swanson

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CONSENT OF LANDLORD

The undersigned, as Landlord under the Lease identified above, hereby consents to the foregoing assignment of Lease and to the pledge by Assignee to Assignor, as security, Assignee's right, title and interest in and to the Lease.

Landlord:

American National Bank and Trust Company of Chicago
NOT INDIVIDUALLY BUT SOLELY AS TRUSTEE
UNDER TRUST NO. 30965

By:

BY

Its:

[Signature]
AUTHORIZED OFFICER

Date: JUN 12 1986

WITNESSES:

4.175

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INVESTIGATION OF THE STATE DEPARTMENT OF SOCIAL SERVICES
RE: [Illegible Name] [Illegible Address] [Illegible City, State, Zip]
[Illegible Date]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

[Illegible text block containing details of the investigation or report]

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PARCEL I: Lot 1 in the Judith Johnson Subdivision, being a subdivision of a part of the West 1/2 of the South East 1/4 of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded September 23, 1975 as Document Number 23231561 in Cook County, Illinois.

PARCEL II: That part of Lot 2 of the Judith Johnson Subdivision, being a subdivision of part of the West Half of the South East Quarter of Section 13, Township 41 North, Range 10 East of the Third Principal Meridian, according to the Plat thereof recorded September 23, 1975 as Document 23231561; bounded and described as follows: Commencing at the North East corner of Lot 1 in said Judith Johnson Subdivision; thence Easterly along the Easterly extension of the North Line of said Lot 1, a distance of 64.00 feet thence south along a line drawn parallel with the East line of Lot 1 aforesaid to the point of intersection of Lot 1 aforesaid; thence West along said extended line to the South East corner of Lot 1 aforesaid; thence North along the East line of said Lot 1 to the place of beginning, all in Cook County, Illinois."

also known as:

LOT 1 IN JUDITH JOHNSON'S THIRD RESUBDIVISION BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address of Property:

555 Mall Drive

Schaumburg Illinois 60195

P.I.N. Vol 187, 07-13-408-002-0000 TT

Exhibit A

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("Assignor")

ACKNOWLEDGMENT

STATE OF Georgia)
COUNTY OF Cook) ss.

On June 13, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared James J. Bennett and Regis J. Madden known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as Vice President and Asst. Secretary, respectively, on behalf of Mobius, Inc. corporation and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.

Jayce O. Rogers
Notary Public in and for
Said County and State

NOTARY PUBLIC, GEORGIA, STATE AT LARGE
MY COMMISSION EXPIRES MAY 30, 1988

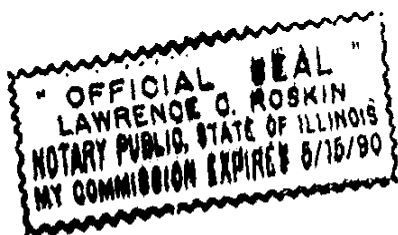
("Assignee")

ACKNOWLEDGMENT

STATE OF Illinois)
COUNTY OF Lake) ss.

On June 12, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William P. Pitts and Samuel J. Moran II, Inc. known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument as President and Secretary, respectively, on behalf of Samuel J. Moran II, Inc. and acknowledged to me that the corporation executed the same.

WITNESS my hand and official seal.



Samuel J. Moran II, Inc.
Notary Public in and for
Said County and State

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("Lessor")

ACKNOWLEDGMENT

STATE OF Ill)
COUNTY OF Cook) ss.

On JUN 12 1986, 1986, before me, the undersigned, a Notary Public in and for said County and State, personally appeared [Signature] and Peter Johansen, known to me, or proved to me on the basis of satisfactory evidence, to be the persons who executed the within instrument, on behalf of American National Bank and Trust Company of Chicago and acknowledged to me that the association executed the same.

WITNESS my hand and official seal.

[Signature]
Notary Public in and for
Said County and State

STATE OF ILLINOIS
NOTARY PUBLIC

1986 JUN 12 PM 2:55

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