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040assn - Main Lease - Lincolnwood, Illinois

ASSIGNMENT OF LEASE AND AGREEMENT

THIS ASSIGNMENT OF LEASE AND AGREEMENT is made as of the 10<sup>th</sup> day of November, 1987, by and between LUCKY STORES, INC., a Delaware corporation (as successor by merger to Lucky Stores, Inc., a California corporation), hereinafter referred to as "Assignor," and EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, hereinafter referred to as "Assignee."

P R E L I M I N A R Y:

A. Assignor is the successor tenant of certain real property and the improvements thereon situate in the County of Cook, State of Illinois (hereinafter referred to as the "Premises"), described in Exhibit A, attached hereto and incorporated herein by reference, pursuant to that certain lease dated February 1, 1972, a short form of which was recorded in the Official Records of Cook County, State of Illinois, as Document No. 21-838-117, wherein National Boulevard Bank of Chicago, as Trustee under Trust Agreement dated April 10, 1976 and known as Trust No. 5527 (hereinafter referred to as "Landlord") is the successor landlord. Said lease has been amended and/or supplemented by the documents, if any, listed on Exhibit B, attached hereto and incorporated herein by reference. Said lease, as so amended and/or supplemented (if applicable), is hereinafter referred to as the "Lease."

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B. Assignor desires to assign to Assignee all of its right, title and interest as tenant under the Lease and Assignee desires to accept such assignment and to agree to perform all of the obligations of the tenant under the Lease, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Effective November 10, 1987 (the "Effective Date"), Assignor hereby assigns to Assignee all of the right, title and interest of Assignor as tenant under the Lease, including Assignor's rights to any security deposits thereunder. Such assignment shall be subject and subordinate to the terms and provisions of the Lease.

2. Assignee hereby accepts the foregoing assignment and agrees, for the benefit of Assignor, to perform in a timely manner each and all of the obligations of Assignor as tenant under the Lease arising on and after the Effective Date.

3. Assignee shall not enter into or consent to any amendment or modification of the Lease which would materially increase the obligations of the tenant under the terms of the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld or delayed; provided that



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and the Board of Supervisors of Cook County, Illinois, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois, and that the same is a true and correct copy of the original as the same appears on the records of the Board of Supervisors of Cook County, Illinois.

Witness my hand and the seal of the Board of Supervisors of Cook County, Illinois, at Chicago, Illinois, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
Chairman of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Clerk of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of Cook County, Illinois

\_\_\_\_\_  
Deputy Clerk of the Board of Supervisors of Cook County, Illinois



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the foregoing provision shall not apply in the event that Assignor is released from liability under the Lease with respect to such modifications or amendments.

4. Assignee shall not assign the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld or delayed; provided that the foregoing provision shall not apply in the event that Assignor is released from liability under the Lease upon the effectiveness of such assignment nor shall the foregoing provision apply to an assignment to a corporation or other entity that acquires or otherwise succeeds to a substantial portion of the assets of Assignee. Any consent by Assignor to an assignment shall not be construed to relieve Assignee from its obligation to obtain the written consent of Assignor to any further assignment.

5. As long as Assignor remains fully liable to Landlord (primarily or secondarily) for the performance of the tenant's obligations under the Lease, Assignee shall remain fully liable to Assignor for the performance of each and all of the obligations of the tenant under the Lease arising on and after the Effective Date.

6. Should Assignee default in the performance of:  
(a) in any material respect, any covenant or agreement hereunder;

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(b) the payment of rent or other monetary obligation under the Lease and should such default continue uncured by Assignee for [twenty (20)]\* days after receipt by Assignee of written notice thereof from Landlord; or

(c) any covenant or agreement under the Lease which does not involve the payment of money to Landlord and should such default continue uncured by Assignee for [twenty (20)]\* days after receipt by Assignee of written notice thereof from Landlord, or if the default is of a type which is not reasonably possible to cure within [twenty (20)]\* days, if Assignee has not commenced to cure such default within said [twenty (20)]\* day period and does not thereafter diligently prosecute the curing of such default to completion, then in the event the default of Assignee is of a type reasonably possible for Assignor to cure, and provided Assignee is not contesting such claimed default by actions reasonably acceptable to Assignor, Assignor shall have the right, but not the obligation, to cure any such default on behalf of Assignee and Assignee hereby irrevocably appoints Assignor as its agent and attorney-in-fact for the purpose of curing such default and executing all instruments and taking all actions that may be reasonably necessary or appropriate to cure such default. Following such cure, Assignor shall give Assignee written notice of the expenses incurred by Assignor in connection with such default and the curing thereof and shall include with such notice reasonable evidence supporting such expenses, and Assignee shall reimburse Assignor

\*In the event that the grace period therefor allowed under the Lease is less than twenty-five (25) days, then the time period allowed herein (in the bracketed portion) shall be deemed to be a period of time which is five (5) days less than the grace period allowed therefor under the Lease but in no event shall such period be less than five (5) days.

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and in life, you have to be able to work with people who are not like you.

People are different, and that's what makes life interesting. You have to learn to work with people who are different from you.

And you have to be able to work with people who are not like you.

That's what life is all about. You have to learn to work with people who are not like you.

And you have to be able to work with people who are not like you.

But life is not just about working with people who are not like you.

It's also about learning to work with people who are not like you.

And you have to be able to work with people who are not like you.

That's what life is all about. You have to learn to work with people who are not like you.

And you have to be able to work with people who are not like you.

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within twenty (20) days after Assignee's receipt of such notice for all expenses (including, without limitation, reasonable attorney's fees) incurred by Assignor in connection with such default and the curing thereof. In the event Assignee fails to so reimburse Assignor within said twenty (20) day period, then, forthwith following Assignee's receipt of the written request of Assignor, Assignee shall assign the Lease to Assignor by written assignment in recordable form at no consideration and deliver to Assignor possession of the premises demised by the Lease and Assignee hereby irrevocably appoints Assignor as its agent and attorney-in-fact for the purpose of executing and delivering such assignment in the event that Assignee has not executed and delivered such assignment to Assignor forthwith following Assignor's request therefor. Assignor and Assignee each agree to give the other immediate written notice of any notice of default received from Landlord, with a copy of such notice of default.

7. Assignee acknowledges and agrees that the interest assigned to it hereby is subject to and together with all of the rights, interests, obligations and duties of Assignor under, pursuant to and as provided in the documents listed in Exhibit C, attached hereto and incorporated by reference herein. Assignee, for the benefit of Assignor, agrees to perform each and all of the obligations of Assignor pursuant to such documents and to comply with the terms and provisions of such documents which are applicable to the tenant under the Lease in each case arising on or after the Effective Date.

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8. This Assignment of Lease and Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Lease and Agreement as of the day and year first above written.

LUCKY STORES, INC.,  
a Delaware corporation

EAGLE FOOD CENTERS, L.P.,  
a Delaware limited partnership

By: Christopher F. D. Helm VICE PRESIDENT

By EAGLE FOOD CENTERS, INC.,  
a Delaware corporation  
Its Managing General Partner

By: Christopher McLain  
CHRISTOPHER MCLAIN "Assignor"  
VICE PRESIDENT  
AND SECRETARY

By: Rosquale J. Petitti  
Its: President "Assignee"

STATE OF

COUNTY OF

) SS

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of LUCKY STORES, INC., and \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such \_\_\_\_\_ and \_\_\_\_\_, they signed the said instrument as \_\_\_\_\_ and \_\_\_\_\_ of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_.

NOTARY PUBLIC

Commission expires \_\_\_\_\_.

THIS INSTRUMENT WAS PREPARED BY:  
WILLIAM J. SNYDER  
P.O. BOX 97  
ROCK ISLAND, IL 61204-0097  
(309) 786-8497

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*[Faint, illegible text from the reverse side of the document is visible through the paper.]*

## CORPORATE ACKNOWLEDGMENT

NO. 222

State of CALIFORNIA

On this the 22nd day of October 1987, before me,

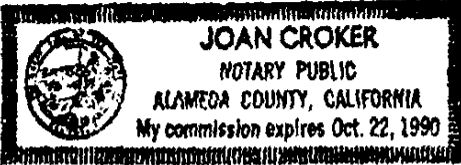
County of ALAMEDA

ss.

Joan Croker

the undersigned Notary Public, personally appeared  
F. D. Holm, Vice President and  
Christopher McLain, Vice President and Secretary  
 personally known to me  
 proved to me on the basis of satisfactory evidence  
to be the person(s) who executed the within instrument as  
noted above or on behalf of the corporation therein  
named, and acknowledged to me that the corporation executed it.  
WITNESS my hand and official seal.

87611717



Notary's Signature

*Joan Croker*

7125 122

NATIONAL NOTARY ASSOCIATION • 2202 Vermont Ave., N.W., Wash., D.C. 20007 • Box 4888 • Woodland Hills, CA 91367

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THIS INSTRUMENT WAS PREPARED BY  
WILLIAM I. SNYDER  
P.O. BOX 27  
KINGSTOWN, IL 61504-0027  
(815) 282-5827

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STATE OF ILLINOIS )  
 ) SS  
COUNTY OF ROCK ISLAND )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that PASQUALE V. PETITTI, personally known to me to be the President of EAGLE FOOD CENTERS, INC., a Delaware corporation, managing general partner of EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President of EAGLE FOOD CENTERS, INC., a Delaware corporation, managing general partner of EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, he signed the said instrument as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, A.D. 1987.

Connie Eckermann  
NOTARY PUBLIC

My commission expires \_\_\_\_\_.

OFFICIAL SEAL  
CONNIE ECKERMANN  
NOTARY PUBLIC STATE OF ILLINOIS  
MY COMMISSION EXP. JULY 3, 1991

NOTARY PUBLIC'S Office

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STATE OF ILLINOIS  
COUNTY OF COOK  
CLERK OF THE COURT

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The North 410 feet except the East 587.50 feet  
(as measured on the East and North lines) of  
Lot "A" in Lincolnwood Commercial Center in  
the Northeast 1/4 of Section 34, Township 41  
North, Range 13 East of the 3rd Principal  
Meridian, in Cook County, Illinois

10-34-200-016-0000

AAO

M.

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EXHIBIT A

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5/17/2013





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## EXHIBIT B

STORE NO. 040 - LINCOLNWOOD, ILLINOIS

1. Assignment and Conveyance dated April 29, 1982 from The Kohl Corporation to Lucky Stores, Inc.
2. Letter dated December 6, 1985 from McNamara and Company re Identity of Landlord.
3. Letter dated September 4, 1986 from The Travelers to Lucky Stores, Inc.
4. Letter dated September 2, 1987 from Connie A. Eckermann to McNamara & Company re identity of Landlord.

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4/21/2008

COMMUNICATIONS SECTION - CIVIL RIGHTS

TO: SAC, CHICAGO (157-1000) FROM: SAC, CHICAGO (157-1000)

RE: [Illegible]

[Illegible]

[Illegible]

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157-1000



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## EXHIBIT C

STORE NO. 040 - LINCOLNWOOD, ILLINOIS

1. Note secured by First Mortgage dated December 17, 1973 in the amount of \$900,000 from 7175 Lincoln Corp. to Republic Realty Mortgage Corp.
2. First Mortgage dated December 17, 1973 from 7175 Lincoln Corp. to Republic Realty Mortgage Corp.
3. Guaranty Agreement dated December 17, 1973 between Republic Realty Mortgage Corp. and The Kohl Corporation.
4. Assignment dated January 22, 1974 from Republic Realty Mortgage Corp. to The Travelers Insurance Company.
5. Amendment to Guaranty Agreement dated April 27, 1976 between 7175 Lincoln Corp. and The Kohl Corporation.
6. Letter dated April 25, 1976 from The Kohl Corporation to Republic Realty Mortgage Corp. re assignment and conveyance.

After Recording, Return To

Andrew M. Smith  
Well, Gotshal & Manges  
767 Fifth Avenue  
New York, New York 10153



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