

as the "Lease."

and/or supplemented (if applicable), is hereinafter referred to incorporated herein by reference. Said lease, as so amended documents, if any, listed on Exhibit B, attached hereto and

lord. Said lease has been amended and/or supplemented by the (hereinafter referred to as "Landlord") is the successor Land-

Agreement dated June 14, 1976 and known as Trust No. 10-31142-09

834-440, wherein LaSalle National Bank, as Trustee under Trust

Records of Cook County, State of Illinois, as Document No. 23-

June 29, 1976, a short form of which was recorded in the Official

rated herein by reference, pursuant to that certain lease dated

"Premises"), described in Exhibit A, attached hereto and incorpo-

of Cook, State of Illinois (hereinafter referred to as the

real property and the improvements thereon situate in the County

A. Assignor to the tenant of a portion of certain

TERMINARY:

Limited partnership, hereinafter referred to as "Assignee."

ferred to as "Assignor," and EAGLE FOOD CENTERS, L.P., a Delaware

Lucky Stores, Inc., a California corporation), hereinafter re-

STORES, INC., a Delaware corporation (as successor by merger to

the 10 day of November, 1987, by and between LUCKY

THIS ASSIGNMENT OF LEASE AND AGREEMENT is made as of

ASSIGNMENT OF LEASE AND AGREEMENT

87611732

310asn - Bridgeway, Illinois

87611732

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IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF FLORIDA

IN AND FOR THE COUNTY OF DADE, FLORIDA

Case No. 03-11107

vs.

vs.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF FLORIDA

IN AND FOR THE COUNTY OF DADE, FLORIDA

Case No. 03-11107

vs.

vs.

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL DISTRICT OF FLORIDA

IN AND FOR THE COUNTY OF DADE, FLORIDA

2003/11/18

EXHIBIT A

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

under the Lease arising on and after the Effective Date.

manner each and all of the obligations of Assignor as tenant and agrees, for the benefit of Assignor, to perform in a timely 2. Assignee hereby accepts the foregoing assignment

lation of this assignment of the Lease. cancellation of the Lease shall constitute a termination or cancel- the terms and provisions of the Lease. The termination or can- gations under the Lease and shall be subject and subordinate to Such assignment shall not relieve Assignor from any of its obli- including Assignor's rights to any security deposits thereunder. right, title and interest of Assignor as tenant under the Lease, Assignor hereby assigns to Assignee all of the

2. Effective 10 November, 1987 (the "Effective Date"), Assignor hereby assigns to Assignee all of the parties agree as follows:

the receipt and sufficiency of which is hereby acknowledged, the NOW, THEREFORE, for good and valuable consideration, conditions hereinafter set forth.

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

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agreement hereunder:

(a) in any material respect, any covenant or

6. Should Assignee default in the performance of:

the Effective Date.

obligations of the tenant under the Lease arising on and after

liable to Assignor for the performance of each and all of the

tenant's obligations under the Lease, Assignee shall remain fully

Landlord (primarily or secondarily) for the performance of the

5. As long as Assignor remains fully liable to

Assignor to any further assignment.

relieve Assignee from its obligation to obtain the written con-

sent by Assignor to an assignment shall not be construed to

succeeds to a substantial portion of the assets of Assignee. Any

assignment nor shall the foregoing provision apply to an assign-

ment to a corporation or other entity that acquires or otherwise

from liability under the Lease upon the effectiveness of such

provision shall not apply in the event that Assignor is released

unreasonably withheld or delayed; provided that the foregoing

prior written consent of Assignor, which consent shall not be

4. Assignee shall not assign the Lease without the

to such modifications or amendments.

Assignor is released from liability under the Lease with respect

the foregoing provision shall not apply in the event that

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*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.

(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 Assignee to cure and provided Assignee is not contesting such claimed default by actions reasonably acceptable to Assignee, Assignee shall have the right, but not the obligation, to cure any such default on behalf of Assignee and Assignee hereby irrevocably appoints Assignee 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, Assignee shall give Assignee written notice of the expenses incurred by Assignee in connection with such default and the curing thereof and shall include with such notice reasonable evidence supporting such expenses, and Assignee shall reimburse Assignee 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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or after the Effective Date.

applicable to the tenant under the Lease in each case arising on comply with the terms and provisions of such documents which are the obligations of Assignor pursuant to such documents and to for the benefit of Assignor, agrees to perform each and all of attached hereto and incorporated by reference herein Assignee, pursuant to and as provided in the documents listed in Exhibit C,

rights, interests, obligations and duties of Assignor under, assigned to it hereby is subject to and together with all of the 7. Assignee acknowledges and agrees that the interest

received from Landlord, with a copy of such notice of default. give the other immediate written notice of any notice of default Assignor's request therefor. Assignor and Assignee each agree to

delivered such assignment to Assignor forthwith following assignment in the event that Assignee has not executed and attorney-in-fact for the purpose of executing and delivering such

Assignee hereby irrevocably appoints Assignor as its agent and Assignor possession of the premises demised by the Lease and assignment in recordable form at no consideration and deliver to

Assignor, Assignee shall assign the Lease to Assignor by written forthwith following Assignee's receipt of the written request of so reimburse Assignor within said twenty (20) day period, then,

default and the curing thereof. In the event Assignee fails to attorney's fees) incurred by Assignor in connection with such for all expenses (including, without limitation, reasonable

within twenty (20) days after Assignee's receipt of such notice

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11/11/2011

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

Commission expires _____

NOTARY PUBLIC

87611732

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 19____, _____ 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.

_____ and _____, 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 instru-
ment as _____ and _____

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 instru-
ment as _____ and _____

STATE OF _____
COUNTY OF _____

)
) SS
)

EAGLE FOOD CENTERS, L.P.,
a Delaware limited partnership
By: _____
Its Managing General Partner
a Delaware corporation
By: _____
Its: _____
"Assignee"

LUCKY STORES, INC.,
a Delaware corporation
By: _____
F. D. HELM, VICE PRESIDENT
By: _____
CHRISTOPHER HELMAN, VICE PRESIDENT
AND SECRETARY
"Assignor"

(SEAL)

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.

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RECEIVED BY
MAIL ROOM
EX 09
1000-40512 JI (REV. 12-1988)

PROPERTY OF
CLERK'S OFFICE

NATIONAL NOTARY ASSOCIATION • 7271 Wilshire Blvd. • P.O. Box 4855 • Woodland Hills, CA 91364

7-10 122

Notary's Signature

Joan Croker

WITNESS my hand and official seal.

named, and acknowledged to me that the corporation therein

noted above

to be the person(s) who executed the within instrument as

personal to me on the basis of satisfactory evidence

personally known to me

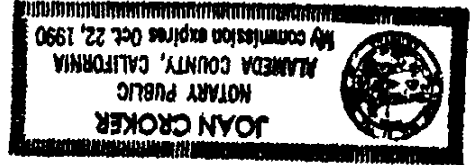
the undersigned Notary Public, personally appeared

F. D. Helm, Vice President and

Christopher McLain, Vice President and Secretary

Joan Croker

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



State of CALIFORNIA
County of ALAMEDA

CORPORATE ACKNOWLEDGMENT

NO 308

87611732

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87611732

New York, New York 10153
767 Fifth Avenue
Wall, Gotschal & Mangano
Andrew M. Smith

After Recording, Return To



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

My commission expires _____

NOTARY PUBLIC

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

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.

STATE OF ILLINOIS
COUNTY OF ROCK ISLAND
)
) SS
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Property of Cook County Clerk's Office

COOK COUNTY CLERK'S OFFICE
100 N. LAUREL ST. CHICAGO, IL 60602
TEL: (773) 309-3000 FAX: (773) 309-3001
WWW.COOKCOUNTYIL.GOV

TO: [Illegible]

FROM: [Illegible]

SUBJECT: [Illegible]

[Illegible text follows]

DATE: [Illegible]

COUNTY OF COOK, ILLINOIS

CLERK OF THE COURT



87611732

Property Clerk's Office

A Part of the following described parcel of land:

Lots 190 through 193, inclusive (excepting therefrom the East 17 feet of said Lots 190 through 193 and except the South 17 feet of said Lot 190 and except the South 167 feet of the East 267 feet of Lots 190 and 191 taken as a tract) in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street Acres, being a subdivision of the West 1/2 of the Southeast 1/4 of Section 31; the West 1/2 of the Northwest 1/4 of said Section 31; and the West 1/2 of the Southwest 1/4 of said Section 31, all in Township 38 North, Range 13 East of the Third Principal Meridian, also the East 1/2 of the Southeast 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. (End of Parcel).

Said Part lying Easterly and Northerly of the following described line: Beginning at a point on the North line of said Lot 193 being 475 feet west of the Northeast corner of said Lot 193; thence South 65 feet on a line parallel with the East line of said Lots 190 through 193 to a point; thence East 159 feet on a line parallel with said North line of Lot 193 to a point; thence South 366.70 feet, more or less, on a line parallel with said East line of Lots 190 through 193, to a point being 167 feet North of the South line of said Lot 190; thence East 19 feet on a line parallel with said South line of Lot 190 to a point; thence South 150 feet on a line parallel with said East line of Lots 190 through 193 to a point 17 feet North of said South line of Lot 190 and being 297 feet West of said East line of Lots 190 through 193.

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Property of Cook County Clerk's Office

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Page 2 of 2
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EXHIBIT A



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The West 60 feet of the East 376 feet of the South 208.9 feet of the North 407.9 feet of Lots 191, 192 and 193 taken as a tract in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street acres, being a subdivision of the West 1/2 of the Southeast 1/4 of Section 31; the West 1/2 of the Northwest 1/4 of said Section 31; and the West 1/2 of the Southwest 1/4 of said Section 31, all in Township 38 North, Range 13 East of the Third Principal Meridian, also the East 1/2 of the Southwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

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Page 1 of 1

2008-1-03

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 3rd day of January, 2008.

CLERK OF COOK COUNTY

Property of Cook County Clerk's Office



87611732

Property of COOK COUNTY CLERK

1. First Amendment to Lease dated January 30, 1978 between Exchange National Bank of Chicago as Trustee under Trust No. 31142 and Lucky Stores, Inc.
2. Notice of Assignment dated February 15, 1978 from The Lincoln National Life Insurance Company to Lucky Stores, Inc.
3. Reopened letter dated March 27, 1978 from Lucky Stores, Inc. to The Lincoln National Life Insurance Company.
4. Second Amendment to Lease and Consent dated October 28, 1980 between Exchange National Bank of Chicago as Trustee under Trust No. 31142 and Lucky Stores, Inc.
5. Short Form Recording Indenture of Second Amendment to Lease dated October 28, 1980.
6. Letter Agreement dated September 23, 1983 between Lucky Stores, Inc. and Joseph Costello.
7. Letter re transfer of ownership dated November 8, 1985.
8. Letter re address change dated July 14, 1987 from Costello and Niznik to Lucky Stores, Inc.

STORE NO. 310 - (TORNENS PROPERTY) BRIDGEVIEW, ILLINOIS

EXHIBIT B

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11/11/2011

Property of Cook County Clerk's Office

1. The undersigned, Clerk of Cook County, do hereby certify that the within and foregoing is a true and correct copy of the original as the same appears in the records of the County Clerk's Office.

2. In testimony whereof, I have hereunto set my hand and the seal of said County at Chicago, Illinois, this 11th day of November, 2011.

3. Clerk of Cook County

PLEASE NOTE: THIS IS AN UNOFFICIAL COPY OF THE ORIGINAL RECORD.

EXHIBIT P

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Property of Cook County Clerk's Office

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1. Indenture of Establishment of Protective Covenants, Conditions and Restrictions, and Grant of Easements dated June 20, 1977 between Exchange National Bank as Trustee under Trust No. 31142 and Exchange National Bank as Trustee under Trust Agreements No. 22187, No. 25576 and No. 30019.
2. Declaration of Protective Covenants, Conditions and Restrictions and Grant of Easements recorded June 29, 1977.
3. Establishment of Easements and Restrictions dated 1977 by Exchange National Bank as Trustee under Trust No. 31142.
4. License Agreement dated October 28, 1980 between Exchange National Bank of Chicago as Trustee under Trust No. 22187 and Lucky Stores, Inc.



STORE NO. 310 - (TORRENS PROPERTY) BRIDGEVIEW, ILLINOIS

EXHIBIT C

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Property of Cook County Clerk's Office

CONTROL NUMBER 85077A3S

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ENCLOSURE