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## ASSIGNMENT OF LEASE AND AGREEMENT

THIS ASSIGNMENT OF LEASE AND AGREEMENT is made as of the 4th day of February, 1994, by and between EAGLE FOOD CENTERS, INC., a Delaware corporation (as successor by operation of law to Eagle Food Center, L.P., a Delaware limited partnership), hereinafter referred to as "Assignor," and CERTIFIED MIDWEST GROCERS, INC., an Illinois corporation, hereinafter referred to as "Assignee."

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

A. Assignor is the tenant of a portion 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, 1977, a short form of which was recorded in the Official Records of Cook County, State of Illinois, as Document No. 23 834 948, wherein Northwest National Bank, as Trustee under Trust Agreement No. 632 (hereinafter referred to as "Landlord") is the 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."

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 February 4, 1994 (the "Effective Date"), Assignor hereby assigns to Assignee all of the right, title and interest of Assignor as tenant under the Lease,

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including Assignor's rights to any security deposits thereunder. Such assignment shall not relieve Assignor from any of its obligations under the Lease and shall be subject and subordinate to the terms and provisions of the Lease. The termination or cancellation of the Lease shall constitute a termination or cancellation of this Assignment 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 increase the obligations of the tenant under the terms of the Lease and any such attempted amendment or modification shall operate to release Assignor and Assignor's predecessor-in-interest from all obligations under the Lease.

4. Assignee shall not assign the Lease without the prior written consent of Assignor's predecessor-in-interest, Lucky Stores, Inc., and Assignor shall cooperate with Assignee in obtaining the same; 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. Assignee and all successors thereto shall notify Assignor of all assignments of the Lease and supply Assignor with a copy of the document effectuating such assignments.

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

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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;

(b) the payment of rent or other monetary obligation under the Lease and should such default continue uncured by Assignee after receipt by Assignee of written notice thereof from Landlord for a period of time which is five (5) days less than the grace period under the Lease; 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 after receipt by Assignee of written notice thereof from Landlord for a period of time which is five (5) days less than the grace period under the Lease, or if the default is of a type which is not reasonably possible to cure within the time period above-provided, if Assignee has not commenced to cure such default within said time 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. 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 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,

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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. Assignor hereby assigns to Assignee all of its right, title and interest in and to all of the documents listed in Exhibit C and Assignee hereby agrees to perform any of Assignor's duties thereunder arising or accruing after the date hereof.

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.

EAGLE FOOD CENTERS, INC.  
a Delaware corporation

CERTIFIED MIDWEST GROCERS,  
INC., an Illinois corporation

By: Gerald E. Barber  
Its President "Assignor"

By: [Signature]  
Its President "Assignee"

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STATE OF Ill )  
COUNTY OF Cook Island ) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Gerald E. Barber, personally known to me to be the President of East Food Center, Inc a Delaware corporation, 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 severally acknowledged that as such President he signed and delivered the said instrument as Pres 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 his 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 28<sup>th</sup> day of January, 1994.

Patricia A. Peplow  
NOTARY PUBLIC

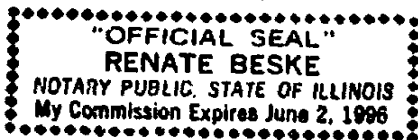


STATE OF Illinois )  
COUNTY OF Cook ) SS.

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Wood F. Wynn, personally known to me to be the President of United Dairy Investments a Illinois corporation, 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 severally acknowledged that as such President/CEO he signed and delivered the said instrument as President/CEO 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 his 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 11<sup>th</sup> day of February, 1994.

Renate Beske  
NOTARY PUBLIC



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10/15/2010

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## EXHIBIT A

THAT PART OF THE SOUTH 5.37 CHAINS OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 14, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF THE NORTH LINE OF MONTROSE AVENUE (SAID LINE BEING 50 FEET NORTH OF THE SOUTH LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 14) AND EAST OF THE EAST LINE OF CUMBERLAND AVENUE (SAID LINE BEING 50 FEET EAST OF THE WEST LINE OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 14) AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF MONTROSE AND CUMBERLAND AVENUES; THENCE EAST ALONG THE NORTH LINE OF MONTROSE AVENUE, A DISTANCE OF 572.75 FEET; THENCE NORTH PERPENDICULAR TO THE NORTH LINE OF MONTROSE AVENUE, 125.00 FEET; THENCE EAST PERPENDICULAR TO THE LAST DESCRIBED LINE 258.75 FEET; THENCE NORTH PERPENDICULAR TO THE LAST DESCRIBED LINE 179.32 FEET TO THE NORTH LINE OF THE SOUTH 5.37 CHAINS OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 14; THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 5.37 CHAINS OF THE SOUTH  $\frac{1}{2}$  OF THE NORTHEAST  $\frac{1}{4}$  OF SAID SECTION 14 TO THE EAST LINE OF CUMBERLAND AVENUE; THENCE SOUTH ON THE EAST LINE OF CUMBERLAND AVENUE TO THE NORTH LINE OF MONTROSE AVENUE, BEING THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PIN #S:

12-14-206-036

12-14-206-033

12-14-206-034

12-14-206-035

Common Address:

4411 North Cumberland  
Morton, Illinois

This Instrument was prepared by and after  
recording should be returned to:

William A. Rudnick, Esq.

Rudnick & Wolfe

203 North LaSalle St

Chicago, Illinois 60601

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## EXHIBIT B

### DESCRIPTION OF ALL AMENDMENTS, MODIFICATIONS OR REVISIONS TO THE LEASE

1. First Amendment to Lease dated March 16, 1977, between Northwest National Bank as Trustee under Trust No. 632 and Lucky Stores, Inc.
2. Release dated November 26, 1979, by Lucky Stores, Inc., (street widening).
3. Letter re rent payments dated April 18, 1985, from American United Life Insurance Company to Lucky Stores, Inc.
4. Letter re address change dated October 1, 1986, from Larry J. Pentarelli to Lucky Stores, Inc.
5. Letter dated November, 1987, from Lucky to landlord re change in tenant.
6. Assignment of Lease and Agreement dated November 10, 1987, from Lucky to Eagle, L.P.

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ENCLOSURE

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## EXHIBIT C

1. Subordination and Non-Disturbance Agreement with Attornment dated June 29, 1977, between Republic Realty Mortgage Corporation and Lucky Stores, Inc.
2. Certifications of Tenant dated April 21, 1978, by Lucky Stores, Inc.
3. Assignment of Lease dated May 1, 1978, from Northwest National Bank as Trustee under Trust No. 632 to American United Life Insurance Company.
4. Notice of Lease Assignment dated June 2, 1978, from American United Life Insurance Company to Lucky Stores, Inc.

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