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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."

PRELIMINARY:

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 May 22, 1973, a short form of which was recorded in the Official Records of Cook County, State of Illinois, as Document No. 22351685, wherein American National Bank and Trust Company under Trust Agreement No. 113044-59 (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,



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title and interest of Assignor as tenant under the Lease, 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 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 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.

4. 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.

5. 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



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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, 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

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give the other immediate written notice of any notice of default received from Landlord, with a copy of such notice of default.

6. 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.

7. 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

By: Gerald E. Barber
Its "Assignor"

CERTIFIED MIDWEST GROCERS,
INC., an Illinois corporation

By: [Signature]
Its President "Assignee"

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COOK COUNTY, ILLINOIS
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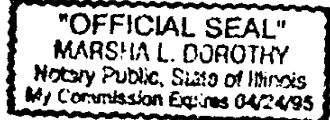
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STATE OF Illinois)
) SS.
COUNTY OF Rock Island)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Gerald E. Barber, personally known to me to be the President of Cagle Food Centers, 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 President 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 2nd day of February, 1994.

Marsha L. Dorothy
NOTARY PUBLIC

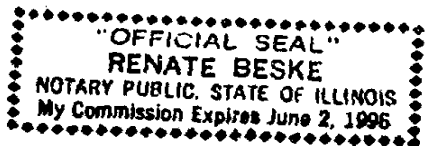


STATE OF Illinois)
) SS.
COUNTY OF Cook)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that David T. Wynn, personally known to me to be the President/CEO of United Prox. Midwest Inc., 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 4th day of February, 1994.

Renate Beske
NOTARY PUBLIC



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EXHIBIT A

That part of the Northeast 1/4 of the Northeast 1/4 of Section 15, Township 42 North, Range 10, East of the Third Principal Meridian described as follows:

Commencing at the intersection of the center line of the Northwest Highway and the West line of said Northeast 1/4 of the Northeast 1/4 of Section 15; thence Southeasterly along said center line of Northwest Highway a distance of 167.31 feet; thence Northeasterly perpendicular and at right angles to the center line of Northwest Highway a distance of 50 feet to the point of beginning of this description; thence Southeasterly along a line parallel with the center line of said Northwest Highway a distance of 373 feet; thence Northerly along a line parallel with the West line of said Northeast 1/4 of the Northeast 1/4 of Section 15 a distance of 530 feet; thence Northwesterly along a line parallel with the said center line of Northwest Highway a distance of 504.99 feet; thence Southerly along a line parallel with the West line of said Northeast 1/4 of the Northeast 1/4 of Section 15 a distance of 380 feet; thence Southeasterly along a line parallel with the center line of Northwest Highway a distance of 182 feet; thence Southwesterly a distance of 141.42 feet to the point of beginning of this description in Cook County, Illinois.

PIN #S:

02-15-201-012

02-15-201-013

02-15-201-014

Common Address:

130 W. Baldwin Rd

Palatine, Illinois

This instrument was prepared
by and after recordation shall

be returned to:

William A. Rudnick

203 N. LaSalle St.

Chicago, Illinois 60611



BOX 333

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EXHIBIT B

DESCRIPTION OF ALL AMENDMENTS, MODIFICATIONS OR REVISIONS TO THE LEASE

1. Assignment of Lease dated May 23, 1973, from Terra Developments Inc., to First National Bank and Trust Company of Evanston as Trustee under Trust No. R-1630.
2. First Amendment to Indenture of Lease dated October 22, 1973, between First National Bank and Trust Company of Evanston as Trustee under Trust No. R-1630 and Lucky Stores, Inc.
3. Letter dated November 7, 1973, from Terra Development re landlord assignment and rent.
4. Letter dated November 12, 1973, from First National Bank and Trust Company of Evanston to Lucky Stores, Inc.
5. Second Amendment to Lease dated November 1, 1982, between First National Bank and Trust Company of Evanston as Trustee under Trust No. R-1630 and Lucky Stores, Inc.
6. Tenant Estoppel Certificate dated July 15, 1985, between IMAC Realty, Inc., and Lucky Stores, Inc.
7. Deeds dated July 19, 1985, conveying property from landlord to First Illinois Bank of Evanston Trust No. R-3147.
8. Letter dated August 27, 1985, from First Illinois Bank of Evanston to Lucky Stores, Inc., re change in rent payee address.
9. Third Amendment to Lease dated November 10, 1987.
10. Notice Letter dated November, 1987, from Lucky to Landlord re change in tenant.
11. Assignment of Lease and Agreement dated November 10, 1987, from Lucky to Eagle, L.P.
12. Consents of Landlord and Lender to Assignment dated November 20, 1987.
13. Deed dated December 20, 1990, conveying property to American National Bank and Trust Company under Trust Agreement dated November 30, 1990, and known as number 113044-09.
14. Notice letter dated December 31, 1990, re change of address for rent payee and notices.
15. Notice dated March 18, 1991, re change of address for rent payments.
16. Notice dated April 10, 1991, re change of management agent and rental payments.
17. Fourth Amendment to Lease dated January 31, 1994, by and between American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated November 30, 1990, and known as Trust No. 113044-09 and Eagle Food Centers, Inc.
18. Estoppel Letter dated February 3, 1994.
19. Landlord's Letter of Consent dated February 3, 1994.



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EXHIBIT C

1. Indenture of Establishment of Protective Covenants, Conditions and Restrictions, and Grant of Easements dated November 22, 1971, between O'Hare International Bank and Lucky Stores, Inc.
2. Declaration of Restrictions dated May 22, 1973, by Lucky Stores, Inc.
3. Proposal dated December 5, 1985, from John F. Halloran re CAM Agreement.

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