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When Recorded, Return to:

Jeffrey B. Gurian, Esq.
Becker & Gurian
513 Central Avenue
Highland Park, IL 60035-3264

0020662224

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2002-06-13 10:02:31
Cook County Recorder 33.50



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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (this "Agreement") is made as of this 4th day of June, 2002 by and between BELDEN TOWNHOUSE, LLC, an Illinois limited liability company ("Assignor") and CIRCUIT ASSOCIATES, LLC, an Illinois limited liability company ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee are the lessor of certain premises generally known as 5701 West Touhy Avenue, Niles, Illinois (the "Premises") and more particularly described in Annex A attached hereto, pursuant to a lease, dated February 18, 1994 (the "Lease") by and between Assignor's and Assignor's predecessor in interest, as landlord, and CIRCUIT CITY STORES, INC., a Virginia corporation, as tenant.

WHEREAS, a Memorandum of Lease (with respect to the Lease) was recorded in the official land records of Cook County, State of Illinois, as Document No. 94195862, on March 2, 1994.

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to take assignment from Assignor of, Assignor's interest in and to the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignment of Lease. Assignor hereby assigns and transfers to Assignee, effective as of the close of business on the date hereof, all of Assignor's right, title and interest in and to, and Assignee hereby takes assignment of all such right, title and interest in and to, the Lease.

2. Assumption of Lease Obligations. Assignee hereby assumes, covenants, and agrees to pay, perform, fulfill and discharge, effective as of the close of business on the date hereof, all of the obligations and covenants of Assignor under the Lease which arise or occur after or relate to the period after the close of business on the date hereof. Assignor agrees to pay, perform, fulfill and discharge, effective as of the close of business on the date hereof, all of the

Lawyers Title Insurance Corporation

obligations and covenants of Assignor under the Lease which arise or occur before or relate to the period before the close of business on the date hereof.

3. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

4. Entire Agreement; Amendment. This Agreement contains the entire understanding of the parties hereto with regard to the subject matter contained herein, and supercedes all prior agreements or understandings between or among the parties hereto relating to such subject matter. This Agreement may not be amended, modified, or terminated except in writing signed by both Assignor and Assignee or their respective successors and assigns.

5. Counterparts. This Agreement may be executed in one or more counterparts and by facsimile, each of which shall be considered an original instrument, but all of which shall be considered one and the same instrument, and shall become binding when one or more counterparts have been signed by each party hereto and delivered to the other party hereto.

6. Notice. Any notices or other communications required or permitted under this Agreement will be in writing and either served personally or sent by prepaid, first-class mail and addressed to the other party at the address set forth in the introductory paragraph of this Agreement. Either party may change its address by notifying the other party of the change of address.

7. Governing Law. This Assignment and Assumption will be governed by the laws of the State of Illinois.

8. Indemnification. Assignee hereby covenants and agrees to indemnify, save and hold Assignor free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignor arising out of, or by reason of any failure by Assignee to comply with its obligations under the Lease. Notwithstanding the foregoing, the Assignee shall have no obligation to indemnify the Assignor for any liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignor arising prior to the effective time of this Agreement. Assignor hereby covenants and agrees to indemnify, save and hold Assignee free, clear and harmless from any and all liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignee arising out of, or by reason of any failure by Assignor to comply with its obligations under the Lease arising prior to the effective time of this Agreement. Notwithstanding the foregoing, the Assignor shall have no obligation to indemnify the Assignee for any liability, loss, damages, costs, expenses, including attorneys' fees, judgments, claims, liens, taxes and demands of any kind whatsoever asserted against Assignee arising after the effective time of this Agreement.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the close of business on the date first above written.

ASSIGNOR:

0020662224

BELDEN TOWNHOUSE, LLC, an Illinois limited liability company

By: S Enterprises, Inc., an Illinois corporation, its Manager

By: _____

John Supera

ASSIGNEE:

CIRCUIT ASSOCIATES, LLC, an Illinois limited liability company

By: WT Associates L.L.C., an Illinois limited liability company, its Manager

By: _____

John E. Gross, Managing Member

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the close of business on the date first above written.

ASSIGNOR:

0020662224

BELDEN TOWNHOUSE, LLC, an Illinois limited liability company

By: S Enterprises, Inc., an Illinois corporation, its Manager

By: 
John Supera

ASSIGNEE:

CIRCUIT ASSOCIATES, LLC, an Illinois limited liability company

By: WT Associates L.L.C., an Illinois limited liability company, its Manager

By: _____
John E. Gross, Managing Member

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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

0020662224

I, Florence Sagett a notary public in and for said County, in the State aforesaid, do hereby certify that John Gross personally known to me to be the Man Member of **CIRCUIT ASSOCIATES, LLC**, an Illinois limited liability company, 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 Man Member he/she signed and delivered the said instrument, for the uses and purposes therein set forth.

Given under my hand and official seal this 3 day of June, 2002.

Florence Sagett
Notary Public
OFFICIAL SEAL
FLORENCE J SAGETT
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 08/18/04

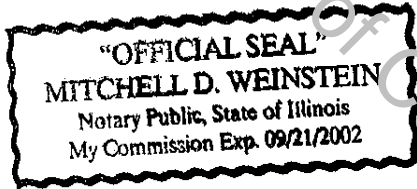
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STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

0020662224

I, Mitchell D. Weinstein a notary public in and for said County, in the State aforesaid, do hereby certify that John Supera personally known to me to be the Pres. & Mgr. of **BELDEN TOWNHOUSE, LLC**, an Illinois limited liability company, 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 Pres. & Mgr. he/she signed and delivered the said instrument, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of June, 2002.



Mitchell D. Weinstein
Notary Public
Commission expires: 9/21/02

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Annex A

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Legal Description Of Premises

LOT 1 IN RAYMOND HARA SUBDIVISION, BEING A SUBDIVISION OF THE NORTHEAST FRACTIONAL QUARTER OF FRACTIONAL SECTION 32, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 5701 WEST TOUHY AVENUE, NILES, ILLINOIS 60714

PERMANENT INDEX NUMBER: 10-32-203-036