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2002-10-25 12:22:42
Cook County Recorder 32.50



0021179991

Property of Cook County Clerk

ASSIGNMENT OF LEASE

This Assignment of Lease affects the following parcel of real estate:

Property Commonly Known As:

6525 N. Clark Street
Chicago, Illinois 60626

Legally Known As:

LOTS 1 TO 10 IN BLOCK 1 IN BECKER'S ADDITION TO ROGERS PARK, A SUBDIVISION OF THE PART OF LOTS 2 AND 3 IN THE PARTITION OF LOT 2 AND LOTS 3 AND 4 IN THE PARTITION OF THE NORTH $\frac{1}{2}$ OF THE SOUTH $\frac{1}{2}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE A STRIP OF LAND 17 FEET WIDE CONVEYED BY JACOB DELN AND WIFE TO CHICAGO AND NORTHWESTERN RAILROAD COMPANY DATED APRIL 29, 1903 RECORDED JUNE 26, 1903 IN BOOK 8205 PAGE 602 AS DOCUMENT 3409799, IN COOK COUNTY, ILLINOIS.

- PIN: 11-31-415-007-0000
- 11-31-415-008-0000
- 11-31-415-009-0000
- 11-31-415-010-0000
- 11-31-415-011-0000

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ASSIGNMENT OF LEASE

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This Assignment of Lease (this "Assignment") is made and entered into by and between Christiana Industries L.L.C., a Delaware Limited Liability Company ("Assignor") and The Lincoln Foundation, ("Assignee") an Illinois not for profit corporation this 1st day of February, 2002.

WITNESSETH:

WHEREAS, Assignor, as Lessor, and Chicago SMSA Limited Partnership, an Illinois limited partnership (the "Lessee") entered into a certain Ground Lease Agreement made and entered into as of June 17, 1993 (the "Ground Lease"), and that certain Memorandum of Ground Lease Agreement and Grants of Easement made and entered into as of July 23, 1993 (the "Memorandum of Lease"), both of which concerned certain premises further defined therein (the "Demised Premises"). The Ground Lease and the Memorandum of Lease are collectively referred to herein as the "Lease."

WHEREAS, Assignor desires to assign all of its rights, title, interest, estate, benefit, remedy, and privilege in, to, and under the Lease has agreed to assume such rights, interests, and obligations of Assignor in, to, and under the Lease on the terms and conditions provided herein.

WHEREAS, Assignor, in accordance with Section 21 of the Lease, has the option to assign and transfer its rights, interest and obligations in, to and under the Lease without the Lessee's approval, written or otherwise.

NOW, THEREFORE, in consideration of the promises and mutual agreements herein contained, the parties hereto hereby agree as follows:

1. **Assignment of Lease.** Assignor, Christiana Industries L.L.C., for good and valuable consideration, including \$10.00 in hand paid, the receipt and sufficiency of which are hereby acknowledged and confessed, does by these presents SELL, TRANSFER, CONVEY, ASSIGN, ENDORSE, SET OVER, AND DELIVER unto Assignee, The Lincoln Foundation, to be effective immediately, title interest, estate, benefit, remedy, and all privilege of Assignor under the Lease, and all obligations owing to Assignor under or pursuant to the Lease (all of the foregoing are herein collectively called the "Lease Rights"), and Assignee agrees to abide by all terms of this Assignment and accepts and assumes the Lease and all of the agreements, terms, covenants, and conditions on the part of Assignor to be performed from and after the date first written above.

TO HAVE AND TO HOLD the Lease Rights, together and along with all such rights, titles, interests, privileges, claims, demands, and equities.

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2. **Notices.** All future notices to Lessor shall be addressed as follows:

The Lincoln Foundation
6525 N. Clark Street
Chicago, Illinois 60626
1-773-761-6688
Attention: Ben Myers, President

3. **Counterparts.** This Assignment may be executed in multiple counterparts all of which together shall constitute one and the same instrument.

4. **No Oral Agreements.** THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

5. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assignees.

6. **Estoppel.** Assignor by its execution hereof, certifies to Assignee that (a) to its knowledge no default exists under the Lease and that to its knowledge no fact or circumstance presently exists which with the passage of time or giving of notice or both, would result in a default under the Lease; (b) no suit, action, proceeding, or audit is pending, or, to Assignor's knowledge threatened against or affecting Assignor or the Demised Premises at law, in equity, or before any court, administrative agency, or other governmental authority which brings into question the validity or effectiveness of the Lease; and (c) Assignor has not received notice of a prior sale, transfer, assignment, hypothecation, or pledge of the Lease by the Lessee.


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IN WITNESS WHEREOF, the parties hereto have each executed this Assignment on the date first written above and this Assignment shall be effective for all purposes as of the date first written above.

ASSIGNOR:

CHRISTIANA INDUSTRIES L.L.C.


By: 
Name: Kevin Cox
Title: President

I, DONALD CENCULA, Secretary of CHRISTIANA INDUSTRIES L.L.C., do hereby certify that the President, KEVIN COX, has been certified and empowered by the Board of Directors of CHRISTIANA INDUSTRIES L.L.C. to make and endorse this Assignment.


DONALD CENCULA

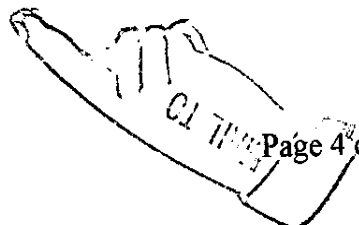
ASSIGNEE:

THE LINCOLN FOUNDATION

By: 
Name: Ben Myers
Title: President

This instrument prepared by
and after recording return to:

Ben Myers
Myers & Associates
6525 N. Clark Street
Chicago, Illinois 60626


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STATE OF ILLINOIS)
)
COUNTY OF COOK)

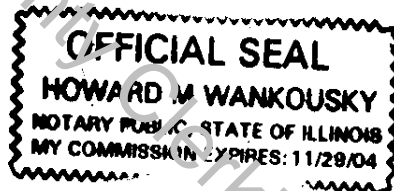
Before me, the undersigned notary public, on this day personally appeared KEVIN COX, the PRESIDENT of Christiana Industries L.L.C., a Delaware Limited Liability Company, and DONALD CENCULA, the SECRETARY, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same on behalf of Christiana Industries L.L.C. for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of February, 2002.

Howard M Wankovsky
Notary Public Signature

HOWARD M. WANKOVSKY
Notary Public Printed Name

My commission expires:



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