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## ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTEREST

THIS ASSIGNMENT AND ASSUMPTION OF PARTNERSHIP INTERESTS ("Assignment") is made as of the 1st day of December, 1993, by and between MATTESON ASSOCIATES LIMITED PARTNERSHIP, an Indiana limited partnership having an address at Merchants Plaza, 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignor"), and SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, having an address at Merchants Plaza, 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignee").

DEPT-01 RECORDING \$35.50  
T#0011 TRAN 8886 12/21/93 16:10:00  
WITNESSETH: \$7745 + \*-03-051880  
COOK COUNTY RECORDER

WHEREAS, Assignor holds certain interests in Matteson Joint Venture, an Indiana joint venture which was formed on June 1, 1988 (the "Partnership"), such interests being described in Exhibit A attached hereto and hereby made a part hereof (the "Interest").

WHEREAS, the Partnership has a direct or indirect ownership interest in the Matteson Plaza Property (as such term is defined in that certain Contribution Agreement dated as of December 1, 1993 among Assignor, Simon Property Group, L.P., a Delaware limited partnership and certain other parties (the "Contribution Agreement")) (the "Center"). The Center is legally described on Exhibit B attached hereto and hereby made a part hereof. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Contribution Agreement.

WHEREAS, Assignee desires to acquire and assume from Assignor, and Assignor desires to transfer and assign to Assignee, all of Assignor's right, title and interest in and to the Interest.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. All of the recitals are hereby incorporated in this Assignment.

2. Assignment. Assignor hereby grants, bargains, sells, transfers, assigns and sets over unto Assignee, its successors and assigns, without warranty or representation, express or implied, except as set forth in the Contribution Agreement and subject to the limitation on liability and other terms set forth in the Contribution Agreement, all of Assignor's right, title and interest in and to the Interest, to have and to hold the same unto

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FIRST AMERICAN TITLE INSURANCE #

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Assignee, its successors and assigns, from and after the Closing Date, forever.

3. Assumption. Assignee, for itself and its successors and assigns, hereby covenants and agrees that it accepts the foregoing assignment of the Interest and assumes and agrees to be bound by and to pay, perform, observe and discharge all the covenants, agreements, duties, responsibilities and obligations of Assignor under the Partnership Agreement with respect to the Interest accruing or attributable to any period from and after the Closing Date. The provisions of this paragraph 3 shall not be construed as negating any express assumption of obligations or liabilities by Assignee or Assignor in the Contribution Agreement.

4. Further Assurances. Assignor agrees to execute, acknowledge where appropriate and deliver such other or further instruments of transfer or assignment as Assignee may reasonably require in order to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignee to carry out the intent and purposes hereof.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall be deemed one and the same instrument. The page on which a party hereto has executed any counterpart hereof may be removed and attached to any other counterpart hereof. Any counterpart hereof to which is attached the signatures of all parties hereto shall constitute an original of this Assignment.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State which governs the Partnership Agreement.

8. Signatory Warranty. Each person executing this Assignment warrants that such person is duly authorized to do so on behalf of the party for whom the person has executed this Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

Assignor:

MATTESON ASSOCIATES LIMITED PARTNERSHIP,  
an Indiana limited partnership

By: MATTESON SIMON CORPORATION, an  
Indiana corporation

By: *R. L. Foxworthy*

Randolph L. Foxworthy,  
Vice President

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STATE OF INDIANA     )  
                              ) SS:  
COUNTY OF MARION    )

On this 1<sup>st</sup> day of December, 1993, personally came before me Randolph L. Foxworthy, who being by me duly sworn, acknowledged that he is the Vice President of Matteson Simon Corporation, an Indiana corporation, the General Partner of Matteson Associates Limited Partnership, an Indiana limited partnership, and that the foregoing instrument was signed by him, as a duly authorized officer for and on behalf of Matteson Simon Corporation, as the General Partner of Matteson Associates Limited Partnership, by authority duly given.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Rebonna D. Hansen  
Notary Public

My Commission Expires:

(SEAL)

\_\_\_\_\_  
County of Residence:

REBONNA D. HANSEN, Notary Public  
County of Residence: Marion  
My Commission Expires Jan. 18, 1997.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

Assignee:

SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership

By: CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership

By: SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation

By:

  
Randolph L. Foxworthy,  
Vice President

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STATE OF NEW YORK     )  
                              ) ss.:  
COUNTY OF NEW YORK    )

On the 20th day of December, 1993, before me personally came Randolph L. Foxworthy, to be known, who, being by me duly sworn, did depose and say that he resides at 11533 Larkspur Lane, Carmel, Indiana 46032; that he is a Vice President of Simon Property Group (Delaware), Inc., a Delaware corporation, the General Partner of Charles Mall Company Limited Partnership, a Maryland limited partnership, the General Partner of Simon Property Group (Illinois), L.P., an Illinois limited partnership, the corporation described in and which executed the foregoing instrument on behalf of the partnership and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

[Seal]

JESS A. VELONA  
Notary Public, State of New York  
No. 31-4977554  
Qualified in New York County  
Commission Expires February 11, 1995

Prepared by:

Steven M. Pecar  
DANN PECAR NEWMAN TALESNICK  
& KLEIMAN, Professional Corporation  
2300 One American Square  
Box 82008  
Indianapolis, Indiana 46282

After Recordation Mail to:

Bonnie Hansen  
Simon Property Group, L.P.  
Merchants Plaza  
115 West Washington Street  
Indianapolis, Indiana 46204

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## Exhibit A

<u>Name</u>	<u>General or Limited Partner</u>	<u>Percentage Ownership Interest</u>
Matteson Associates Limited Partnership	General	50 %

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## MATTESON PLAZA

Matteson, IL

### Legal Description

Being a Subdivision of part of the Southeast Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois.

All that part of the East Half of the Southeast Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian lying North of a line which is 1427.50 feet North of and parallel to the North right-of-way line of the Michigan Central Railroad (except that part taken by the State of Illinois for Lincoln Highway (Route 30) and Governors Highway and also excepting therefrom the North 250 feet of the East 300 feet of the said East Half of the Southeast Quarter all in Cook County, Illinois.

03315270

Commonly known as:  
Matteson Plaza  
Rt. 30 & Governor's Hwy  
Matteson, Illinois

PIN:  
31-22-401-018  
31-22-401-019  
31-22-401-020

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