



PREPARED BY:  
Kenneth D. Crews  
GoodSmith, Gregg & Unruh  
105 W. Adams, 26th Floor  
Chicago, IL 60603

Doc#: 0325532153  
Eugene "Gene" Moore Fee: \$34.50  
Cook County Recorder of Deeds  
Date: 09/12/2003 10:54 AM Pg: 1 of 6

RETURN TO:  
Sheldon L. Lebold  
16061 South 94th Ave.  
Orland Hills, IL 60477

**ASSIGNMENT AND ASSUMPTION OF LEASE**

03-13903 (Lease Store #2097)

This Assignment and Assumption of Lease ("Assignment") is made as of August 21, 2003, by and between Clark Retail Enterprises, Inc., a Delaware corporation, formerly known as "OTG, Inc." ("Assignor"), debtor and debtor in possession in the Chapter 11 case for Clark Retail Enterprises, Inc. (Case Nos. 02-40045 (JHS) et al.) (the "Chapter 11 Case") pending in the United States Bankruptcy Court for the Northern District of Illinois, Eastern Division (the "Bankruptcy Court"), and Tomy Joseph and Siny Thomas ("Assignee").

**RECITALS**

A. Assignor, either as the original signatory or through previous assignment or amendment, is the Tenant under the Lease evidenced by the instrument recorded Document No. 96261556 in the real property records of Cook County, IL (as amended, the "Lease") relating to the property located at 1001 ALGONQUIN RD., MOUNT PROSPECT, IL and more fully described on Exhibit A hereto (the "Property").

B. Pursuant to the Bid Offer Form and Purchase and Sale Agreement relating to the Property, as amended or assigned, by and among Assignor, Assignee or an affiliate of Assignee, and the other party or parties named therein (the "Purchase Agreement"), Assignor wishes to assign to Assignee, and Assignee wishes to assume, the Lease on the terms and conditions set forth herein.

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## AGREEMENT

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby grants, assigns and transfers to Assignee, its successors and assigns, all of its right, title and interest in, to and under the Lease and Assignee hereby accepts from Assignor all such right, title and interest in, to and under the Lease, subject to the terms and conditions set forth in this Assignment.

2. Assumption of Lease Obligations. Assignee hereby assumes and agrees to perform and fulfill all terms, covenants, conditions, and obligations required to be performed and fulfilled by Assignor as tenant under the Lease and first arising or occurring on or after the date hereof.

3. Use Restrictions. Assignee hereby covenants and agrees that Assignee, its successors, sublessees and assigns, shall not engage in the extraction of potable water, or underground mining or drilling, on the Property during the initial term or any extension term of the Lease. These use restrictions shall automatically expire concurrently with the expiration of the term of the Lease and all extension terms. These use restrictions shall be binding upon and inure to the parties hereto and their successors, sublessees and assigns.

4. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of the parties hereto, their successors and assigns. This Assignment and the rights and obligations herein may not be transferred or assigned by one party without the other party's written consent.

5. Amendments. No amendment or waiver of any provision of this Assignment will be effective unless it is in writing and signed by the party against whom enforcement is sought.

6. Counterparts. This Assignment may be signed in counterparts and, as so executed, shall constitute a binding agreement.

7. Termination of Liability. Pursuant (i) to the final order of the Bankruptcy Court entered on the docket of the Chapter 11 Case approving the transaction contemplated by this Assignment (the "Applicable Order"), and (ii) Section 365(k) of the United States Bankruptcy Code (Title 11 of the United States Code), as currently in effect and as amended from time to time, from and

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after the date hereof, Assignor shall have no obligation or liability of any nature whatsoever under the Lease.

8. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Property is located. So long as the Chapter 11 Case is pending in the Bankruptcy Court, then the Bankruptcy Court shall have exclusive jurisdiction over the adjudication of any and all disputes relating to this Assignment. If the Chapter 11 Case is no longer pending before the Bankruptcy Court, then the Circuit Court for DuPage County, Illinois or the U.S. District Court for the Northern District of Illinois shall have exclusive jurisdiction over the adjudication of any and all disputes relating to this Assignment.

(signature page follows)

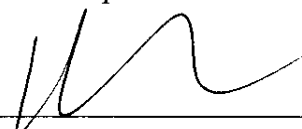
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Store #2097

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

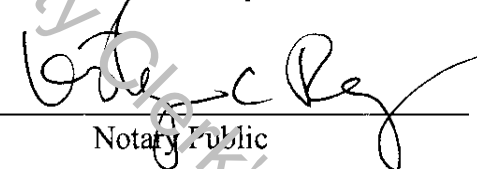
ASSIGNOR:

Clark Retail Enterprises, Inc., a Delaware corporation

By:   
Name: Karl Goodhouse  
Title: Vice President

STATE OF ILLINOIS     )  
  ) ss  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of August, 2003, by Karl Goodhouse, a Vice President of Clark Retail Enterprises, Inc., a Delaware corporation, on behalf of such entity.

  
Notary Public



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Store #2097

ASSIGNEE:

Siny Thomas, individually and as duly authorized agent for Tomy Joseph

Property of Cook County

Siny Thomas

Print Name: Siny Thomas

Print Title (if applicable): \_\_\_\_\_

STATE OF IL )

ss

COUNTY OF COOK )

The foregoing instrument was acknowledged before me this 15th day of August, 2003, by Siny Thomas, individually and as duly authorized agent for Tomy Joseph.

Sheldon Lebold  
Notary Public



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Exhibit A  
Store #2097

That part of the West Half of the Northwest Quarter lying South of center line of Algonquin Road of Section 23, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows:

Commencing at intersection of West line of Northwest Quarter of said Section 23, with center line of Algonquin Road; thence South along West line of said Northwest Quarter, 257 feet; thence East, at right angles to last described line, 156.70 feet more or less to a point on a line drawn at right angles to center line of Algonquin Road through a point 257 feet Southeasterly (as measured on said center line) of point of beginning; thence Northeasterly on last described line 156.70 feet more or less to center line of Algonquin Road; thence Northwesterly along center line of Algonquin Road 257 feet to place of beginning (Except from said parcel that part heretofore dedicated or used or taken for public roads and Excepting that part of the land condemned in Case No. 68L14541 described as follows:

Beginning at the intersection of the East line of Busse Road, said line being 25 feet East of and parallel to the West line of the Northwest 1/4 of said Section 23, Township 41 North, Range 11 East of the Third Principal Meridian, in Cook County, Illinois and the Southwesterly line of Algonquin Road, said Southwesterly line being 50 feet normally distant from the aforesaid mentioned center line of Algonquin Road, thence South along said East line of Busse Road a distance of 187.83 feet to a point on the South line of the above described tract, thence East along said South line a distance of 25 feet to a point, thence North parallel to and 50 feet distant from said West line of the Northwest 1/4 of Section 23, Township 41 North, Range 11 a distance of 145 feet to a point, thence Northeasterly along a straight line a distance of 30.60 feet to a point on said Southwesterly line of Algonquin Road said point being 57 feet Southeasterly as measured along said Southwesterly line of Algonquin Road of the point of beginning, thence Northwesterly along said Southwesterly line of Algonquin Road a distance of 57 feet to the point of beginning), in Cook County, Illinois.

Parcel ID: 08-23-101-016-000