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ASSIGNMENT AND ACCEPTANCE OF LEASE AGREEMENT

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COOK COUNTY RECORDER

WHEREAS, American National Bank of Chicago, as Trustee under Trust Agreement dated November 10, 1987 and known as Trust No. 103992-02, ~~successor in interest to Independence Bank of Chicago, as Trustee under Trust No. 9999,~~ as Lessor, and Fred M. Goldman, as Lessee, have entered into a Sublease ("Lease") dated August 1, 1980 for the premises legally described as Exhibit "A" attached ; and

WHEREAS, Lessee desires to assign its interest as Lessee under the Lease to the Fred Goldman Revocable Trust, dated October 1, 1993.

NOW THEREFORE FOR AND IN CONSIDERATION of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and adequacy of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. Fred M. Goldman hereby assigns all of his right, title and interest as Lessee in, to, and under the Lease to the Fred Goldman Revocable Trust dated, October 1, 1993 (the "Trust") effective as of the 28th day of February 1994.

2. Fred M. Goldman, as Trustee of the Trust (the "Trustee"), hereby accepts the assignment in accordance with the terms and conditions contained herein.

3. As of the effective date, the Trustee shall undertake all of Lessee's obligations under the Lease, including but not limited to any prorated costs required to be paid by Lessee under the Lease.

4. The assignment and acceptance of the leasehold interest transferred hereby to the Trust shall not modify, amend, cancel or in any way affect that certain Guaranty Agreement dated August 1, 1980 given to Lessor by Fred M. Goldman.

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IN WITNESS WHEREOF, I, as Assignor and Trustee, have executed this instrument on this 10th day of January, 1994.

ASSIGNOR:

BY: 
FRED M. GOLDMAN

ASSIGNEE: THE FRED M. GOLDMAN
REVOCABLE TRUST DATED OCTOBER
1, 1993.


FRED M. GOLDMAN, as Trustee of
The Fred M. Goldman Revocable
Trust, dated October 1, 1993.

CONSENT OF LESSOR

Lessor in the Lease above described does hereby consent to the Assignment hereinabove provided for, which consent is subject to the following:

1. In granting its consent Lessor shall not have been deemed to have waived, altered or modified any requirement that its prior written consent be obtained for any future or further assignments.

2. In granting its consent Lessor has not waived, altered or modified the obligations of Fred M. Goldman under the Lease and Fred M. Goldman shall remain personally liable thereunder along with Fred M. Goldman Revocable Trust dated October 1, 1993.

3. In granting its consent Lessor has not waived, altered or modified the obligations of Fred M. Goldman under the Guarantee Agreement described hereinabove and Fred M. Goldman shall remain liable thereunder in addition to the assumption of liability by Fred M. Goldman Revocable Trust dated October 1, 1993, as the Assignee of the interest of Fred M. Goldman under the Lease.

LESSOR: AMERICAN NATIONAL BANK, ^{OF CHICAGO} as Trustee under Trust Agreement dated 11/10/87 a/k/a Trust No. 103992-02, ~~as successor in interest to~~ INDEPENDENCE BANK OF CHICAGO, successor Trustee to Guaranty Bank & Trust Company, a State Banking Association, Trustee under Trust Agreement dated December 9, 1959 and known as ~~Trust No. 9999~~ ^W

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ATTEST:

BY: 

DATE: NOV 30 1994

BY: 

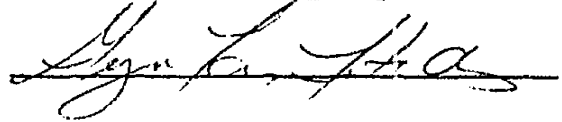
-2- This instrument is subject to the terms and conditions of the Lease Agreement and the Guarantee Agreement, both of which are attached hereto as Exhibits A and B. The undersigned hereby certifies that the execution of this instrument is in accordance with the terms and conditions of the Lease Agreement and the Guarantee Agreement, and that the undersigned is duly authorized to execute this instrument on behalf of the Lessor. This instrument is subject to the terms and conditions of the Lease Agreement and the Guarantee Agreement, both of which are attached hereto as Exhibits A and B. The undersigned hereby certifies that the execution of this instrument is in accordance with the terms and conditions of the Lease Agreement and the Guarantee Agreement, and that the undersigned is duly authorized to execute this instrument on behalf of the Lessor.

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

Before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared the within named FRED M. GOLDMAN, who acknowledged the execution of the foregoing instrument to be his voluntary act and deed.

GIVEN under my hand and Notarial Seal this 10th day of January, 1994.



My Commission Expires:

5-7-97



THIS INSTRUMENT WAS PREPARED BY:

CHARLES A. STERN, ESQ.
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603

AFTER RECORDING MAIL TO:

KATHY L. MARTINEAU
Holleb & Coff
55 East Monroe Street
Suite 4100
Chicago, IL 60603

PERMANENT REAL ESTATE INDEX NO.: 13-02-202-022-0000

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EXHIBIT

THAT PART OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 10 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE, AS WIDENED, PER ORDINANCE PASSED MARCH 31, 1926, SAID POINT BEING 579.40 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) NORTHWESTERLY OF THE NORTHWESTERLY LINE OF NORTH MC CORMICK ROAD; THENCE NORTHEASTERLY 679.11 FEET, MORE OR LESS, ON A STRAIGHT LINE DRAWN PERPENDICULARLY TO SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE TO THE SOUTH LINE OF WEST DEVON AVENUE AS WIDENED PER ORDINANCE PASSED APRIL 18, 1929; THENCE WEST ALONG SAID SOUTH LINE OF WEST DEVON AVENUE 342.00 FEET; THENCE SOUTH ALONG A LINE DRAWN PERPENDICULARLY TO SAID SOUTH LINE OF WEST DEVON AVENUE 274.22 FEET; THENCE NORTHWEST 40.24 FEET ALONG A LINE FORMING AN ANGLE OF 59° 18' WITH THE LAST DESCRIBED LINE (AS MEASURED FROM NORTH TO NORTHWEST) TO THE PLACE OF BEGINNING OF THE HEREINDESCRIBED PARCEL OF LAND; THENCE SOUTHWESTERLY 240.72 FEET ALONG A LINE DRAWN PERPENDICULARLY TO THE AFORESAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE, TO THE POINT OF INTERSECTION WITH SAID NORTHEASTERLY LINE; THENCE NORTHWESTERLY 237.82 FEET ALONG SAID NORTHEASTERLY LINE TO THE POINT OF INTERSECTION WITH A LINE DRAWN 131.00 FEET (AS MEASURED ALONG THE AFORESAID SOUTH LINE OF WEST DEVON AVENUE) EAST OF AND PARALLEL WITH LINE "A", SAID LINE "A" BEING A LINE DRAWN FROM A POINT ON THE AFORESAID SOUTH LINE OF WEST DEVON AVENUE SAID POINT BEING 212.00 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE AFORESAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE, TO A POINT ON SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE, SAID POINT BEING 274.00 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) SOUTHEASTERLY OF THE AFORESAID POINT OF INTERSECTION OF SAID SOUTH LINE OF WEST DEVON AVENUE WITH THE AFORESAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE; THENCE NORTHEAST 286.058 FEET ALONG THE LAST DESCRIBED PARALLEL LINE, TO THE AFORESAID SOUTH LINE OF WEST DEVON AVENUE; THENCE EAST ALONG SAID SOUTH LINE, 244.08 FEET; THENCE SOUTH ALONG A LINE DRAWN PERPENDICULARLY TO SAID SOUTH LINE 200.00 FEET; THENCE SOUTHEASTERLY 104.895 FEET TO THE HEREINAbove DESIGNATED PLACE OF BEGINNING, [EXCEPT THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF WEST DEVON AVENUE, AS WIDENED, PER ORDINANCE PASSED APRIL 18, 1929, SAID POINT BEING 346.00 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AS WIDENED PER ORDINANCE PASSED MARCH 31, 1926; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH LINE "A", SAID LINE "A" BEING A LINE DRAWN FROM A POINT ON THE AFORESAID SOUTH LINE OF WEST DEVON AVENUE 212.00 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE AFORESAID POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE AFORESAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE TO A POINT ON SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE 274.00 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) SOUTHEASTERLY OF AFORESAID POINT OF INTERSECTION OF SAID SOUTH LINE OF WEST DEVON AVENUE WITH SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE FOR A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG SAID PARALLEL LINE 86.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AFORESAID; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE 68.40 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES THERETO 75.23 FEET TO A POINT ON A LINE PERPENDICULAR TO A LINE 200.00 FEET (MEASURED ALONG THE LINE PARALLEL WITH LINE "A" AFORESAID) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST DEVON AVENUE AFORESAID; THENCE NORTH ALONG SAID PERPENDICULAR LINE FOR A DISTANCE OF 72.00 FEET; THENCE WEST ALONG THE LINE 200 FEET (MEASURED ALONG THE LINE PARALLEL WITH LINE "A" AFORESAID) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DEVON AVENUE AFORESAID 100.00 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF WEST DEVON

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AVENUE, AS WIDENED, PER ORDINANCE PASSED APRIL 20, 1929, SAID POINT BEING 346.00 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AS WIDENED PER ORDINANCE PASSED MARCH 31, 1926; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH LINE "A", SAID LINE "A" BEING A LINE DRAWN FROM A POINT ON THE AFORESAID SOUTH LINE OF WEST DEVON AVENUE 212.00 FEET (AS MEASURED ALONG SAID SOUTH LINE) EAST OF THE AFORESAID POINT OF INTERSECTION OF SAID SOUTH LINE WITH THE AFORESAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE TO A POINT ON SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE 374.00 FEET (AS MEASURED ALONG SAID NORTHEASTERLY LINE) SOUTHEASTERLY OF AFORESAID POINT OF INTERSECTION OF SAID SOUTH LINE OF WEST DEVON AVENUE WITH SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE FOR A DISTANCE OF 286.06 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AFORESAID; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE 68.40 FEET TO THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES THERETO 75.21 FEET TO A POINT ON A LINE PERPENDICULAR TO A LINE 200.00 FEET (MEASURED ALONG THE LINE PARALLEL WITH LINE "A" AFORESAID) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF WEST DEVON AVENUE AFORESAID; THENCE NORTH ALONG SAID PERPENDICULAR LINE FOR A DISTANCE OF 12.00 FEET; THENCE EAST ALONG THE LINE 200 FEET (MEASURED ALONG THE LINE PARALLEL WITH LINE "A" AFORESAID) SOUTH OF AND PARALLEL WITH THE SOUTH LINE OF DEVON AVENUE AFORESAID 65.00 FEET; THENCE SOUTH AT RIGHT ANGLES THERETO 115.83 FEET TO A LINE DRAWN AT RIGHT ANGLES TO THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE AFORESAID, THROUGH A POINT THEREIN, 78.00 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID RIGHT ANGLE LINE 83.09 FEET TO A POINT ON THE NORTHEASTERLY LINE OF NORTH LINCOLN AVENUE 78.0 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY LINE 78.0 FEET TO THE POINT OF BEGINNING, AND ALSO EXCEPT THAT PART LYING NORTH OF A LINE 200 FEET SOUTH (AS MEASURED ALONG THE LINE PARALLEL WITH LINE "A" AFORESAID) OF AND PARALLEL WITH THE SOUTH LINE OF WEST DEVON AVENUE, AND ALSO EXCEPT THAT PART OF THE NORTHWESTERLY 18.0 FEET OF THE

SOUTHEASTERLY 28.0 FEET OF THE SOUTHWESTERLY 60.0 FEET THEREOF LYING ABOVE A HORIZONTAL PLANE WITH AN ELEVATION OF 56.40 CHICAGO CITY DATA, AND ALSO EXCEPT THE SOUTHEASTERLY 10.0 FEET OF THE SOUTHWESTERLY 60.0 FEET THEREOF] ALL IN COOK COUNTY ILLINOIS.

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