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ASSIGNMENT OF LEASES AND SECURITY DEPOSITS

THIS AGREEMENT dated as of April 18, 2005 ("Agreement") is entered into by and between **WILLIAM JOHNSTONE**, as Trustee of THE WILLIAM JOHNSTONE MARITAL BYPASS TRUST dated October 21, 1995, ("Trustee") and **BETHEL UNIVERSITY FOUNDATION**, a Minnesota non-profit corporation, ("Foundation") (Trustee and Foundation are hereinafter collectively referred to as "Assignor") and **GRZEGORZ SZEWCZYK** and **BERNADETTE SZEWCZYK**, (collectively "Assignee").

WHEREAS, by prior assignment Assignor is the lessor under each of those certain leases executed with respect to certain real property legally described in **EXHIBIT A** attached hereto and made a part hereof (the "Property"), which leases (the "Leases") are described in **EXHIBIT B** attached hereto and made a part hereof.

WHEREAS, Assignor desires to assign its interest as lessor under the Leases to Assignee, and Assignee desires to accept the assignment thereof.

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

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Leases and the tenant deposits relating to such Leases.
2. Assignor represents that as of the date hereof said **EXHIBIT B** includes all of the Leases affecting the Property being acquired contemporaneously herewith by Assignee from Assignor. As of the date hereof, there are no assignments of or agreements to assign the Leases to any other party.
3. Assignor hereby agrees to hold Assignee harmless from any and all cost, liability, loss, damage or expense, including, without limitation, reasonable attorneys' fees, originating prior to the date hereof and arising out of the breach of lessor's obligations under the Leases described in said **EXHIBIT B**.
4. Assignee hereby assumes all of the landlord's or lessor's obligations under the Leases described in **EXHIBIT B**, to the extent that such obligations originate subsequent to the date hereof, and agrees to indemnify Assignor against and hold Assignor harmless from any and all cost, liability, loss, damage and expense, including without limitation, reasonable attorneys' fees, originating subsequent to the date hereof and arising out of the lessor's obligations under the Leases.
5. This Agreement shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.



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Doc#: 0511505054
Eugene "Gene" Moore Fee: \$58.00
Cook County Recorder of Deeds
Date: 04/25/2005 10:15 AM Pg: 1 of 5

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IN WITNESS WHEREOF, the Assignor and Assignee have executed this Agreement the day and year first above written.

ASSIGNOR:

William E Johnstone
WILLIAM JOHNSTONE, as Trustee as aforesaid

BETHEL UNIVERSITY FOUNDATION, a
Minnesota non-profit corporation

By: Charles J Stroud
CHARLES J. STROUD, Controller

By: Angella J Huelle
ANGELLA J. HUELLE, Executive Director

ASSIGNEE:

Grzegorz Szewczyk
GRZEGORZ SZEWCZYK

Bernadette D Szewczyk
BERNADETTE SZEWCZYK

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EXHIBIT A

LEGAL DESCRIPTION

Lot 15 in Alfe's Resubdivision of Lots 114 to 124, both inclusive, in Ballard Terrace, being a Subdivision of the Northeast Quarter of the Southwest Quarter of Section 14, Township 41 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: **9112 North Cumberland Avenue
Niles, Illinois 60714**

Permanent Real Estate Tax Index Number: **#09-14-318-028-0000**

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UNOFFICIAL COPY**EXHIBIT B****SCHEDULE OF LEASES**

<u>UNIT</u>	<u>RENTAL</u>	<u>SECURITY DEPOSIT</u>	<u>TENANT</u>	<u>LEASE EXPIRATION</u>
Garden East	\$669.00	\$669.00	Piotr Godlewski & Helena Cieslo	11/30/05
Garden West	\$669.00	\$669.00	Otgonbaatar Demberel & Ganchimeg Noosonkhokh	6/30/05
1 East	\$749.00	\$749.00	Helen & Irene Athanis	9/30/05
1 West	\$827.00	\$827.00	Douglas Martin	Month-to-month
2 East			Vacant	
2 West	\$720.00	\$720.00	Chi Yang & Chen Hai	8/30/05

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ALTA Commitment Schedule C

File No.:NCS-155958-CHI1

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PIN# 09-14-318-028-0000

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