

# UNOFFICIAL COPY

04-11189A  
2 of 3



Doc#: 0535703054 Fee: \$36.50  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/23/2005 11:56 AM Pg: 1 of 7

**PREPARED BY:**

**J. Donald Stevenson, Jr., Esq.**

**7-Eleven, Inc.**

**2711 North Haskell Avenue**

**Dallas, Texas 75204-2906**

**MAIL RECORDED ORIGINAL**

**TO:**

SHARON COLE  
c/o LANDAMERICA

~~Legal Department~~

7557 RAMBLER RD

~~7-Eleven, Inc.~~

Suite # 1200

~~2711 North Haskell Avenue~~

DALLAS TEXAS 75231

~~Dallas, Texas 75204-2906~~

04-11189A  
Lawyers Unit # 11344 Case #

SPACE ABOUT THIS LINE FOR RECORDER'S USE ONLY

## ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment"), by and between SAYRE-HEIDNER, INC., an Illinois corporation ("Assignor") and 7-ELEVEN, INC., a Texas corporation ("Assignee"), entered into effective as of DECEMBER 20, 2005.

### Recitals

Assignor and Assignee have heretofore entered into a Purchase and Sale Agreement (the "Agreement"), dated as of November 19, 2004, as amended, providing, among other things, for the sale by Assignor and the purchase by Assignee of certain assets owned and held by Assignor in connection with Assignor's convenience store operation located in the City of Chicago, State of Illinois.

Pursuant to the Agreement, Assignor and Assignee are required to execute and deliver this Assignment in connection with the consummation of the transaction contemplated by the Agreement.

Any capitalized term used but not defined in this Assignment shall have the meaning ascribed to such term in the Agreement.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein and in the Agreement, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged,

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Assignor makes the assignment and Assignee makes the assumption, and Assignor and Assignee covenant and agree, as set forth in the following provisions of this Assignment, to-wit:

1. Assignment. Assignor has granted, conveyed, sold, assigned, transferred, bargained and delivered, and hereby grants, conveys, sells, assigns, transfers, bargains and delivers, unto Assignee and its successors and assigns, all right, title and interest of Assignor with respect to the Shopping Center Lease dated March 31, 1992 (the "Assigned Lease") including, without limitation, the leasehold estate created pursuant to such Assigned Lease, covering the premises described on Exhibit A attached hereto. The Shopping Center Lease, a copy of which has previously been provided by Assignor to Assignee, is a true, correct and complete copy of the lease and there have been no amendments thereto.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in and to the Assigned Lease unto Assignee and its successors and assigns forever, subject to any encumbrances permitted pursuant to the terms of the Agreement with respect to such Assigned Lease.

2. Assumption of Liabilities. Assignee has and by these presents does hereby assume and covenant to fully and faithfully perform all of the Assumed Liabilities consisting of obligations of Assignor under the Assigned Lease first arising on or after the Closing Date as provided in the Agreement.

3. Conflict and Inconsistency. To the extent any conflict or inconsistency exists between the provisions of this Assignment and the Agreement, the terms of the Agreement shall prevail.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Executed as of the day and year first above written.

ASSIGNOR:

SAYRE-HEIDNER, INC.

By: [Signature]  
Title: [Signature]

ASSIGNEE:

7-ELEVEN, INC.

ATTEST:

By: \_\_\_\_\_  
J. Donald Stevenson, Jr.  
Assistant Secretary

By: \_\_\_\_\_  
Vice President

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Assignor makes the assignment and Assignee makes the assumption, and Assignor and Assignee covenant and agree, as set forth in the following provisions of this Assignment, to-wit:

1. Assignment. Assignor has granted, conveyed, sold, assigned, transferred, bargained and delivered, and hereby grants, conveys, sells, assigns, transfers, bargains and delivers, unto Assignee and its successors and assigns, all right, title and interest of Assignor with respect to the Shopping Center Lease dated March 31, 1992 (the "Assigned Lease") including, without limitation, the leasehold estate created pursuant to such Assigned Lease, covering the premises described on Exhibit A attached hereto. The Shopping Center Lease, a copy of which has previously been provided by Assignor to Assignee, is a true, correct and complete copy of the lease and there have been no amendments thereto.

TO HAVE AND TO HOLD all of Assignor's right, title and interest in and to the Assigned Lease unto Assignee and its successors and assigns forever, subject to any encumbrances permitted pursuant to the terms of the Agreement with respect to such Assigned Lease.

2. Assumption of Liabilities. Assignee has and by these presents does hereby assume and covenant to fully and faithfully perform all of the Assumed Liabilities consisting of obligations of Assignor under the Assigned Lease first arising on or after the Closing Date as provided in the Agreement.

3. Conflict and Inconsistency. To the extent any conflict or inconsistency exists between the provisions of this Assignment and the Agreement, the terms of the Agreement shall prevail.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

Executed as of the day and year first above written.

ASSIGNOR:


SAYRE-HEIDNER, INC.

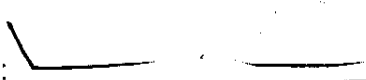
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

7-ELEVEN, INC.

ATTEST:

By:   
\_\_\_\_\_  
J. Donald Stevenson, Jr.  
Assistant Secretary

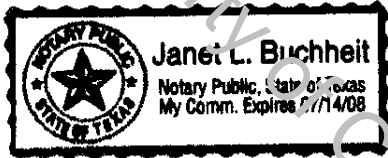
By:   
\_\_\_\_\_  
~~Attorney-in-Fact~~ President  
DAVID HOLLAND

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STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared DAVID HOLLAND and J. Donald Stevenson, Jr., a ~~Vice President~~ **Attorney-in-Fact** and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of DECEMBER, 2005.



*Janet L. Buchheit*  
NOTARY PUBLIC in and for  
The State of Texas

My commission expires:

THE STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared \_\_\_\_\_, President of **SAYRE-HEIDNER, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
NOTARY PUBLIC

# UNOFFICIAL COPY

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared \_\_\_\_\_ and J. Donald Stevenson, Jr., a \_\_\_\_\_ Vice President and an Assistant Secretary, respectively, of **7-ELEVEN, INC.**, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
NOTARY PUBLIC in and for  
The State of Texas

My commission expires:

THE STATE OF Illinois §  
                                  §  
COUNTY OF Cook       §

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, on this day personally appeared James Sayre, President of **SAYRE-HEIDNER, INC.**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 2005.

Elizabeth Lukowych  
NOTARY PUBLIC  
OFFICIAL SEAL  
ELIZABETH LUKOWYCH  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 11/15/06

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## EXHIBIT A

### Description of the Premises

Approximately 3,000 square feet of retail space with the street address of 3541 N. Cicero Avenue, Chicago, Illinois, being a part of the shopping center described on Exhibit A-1 attached hereto and incorporated herein by this reference.

APN: 13-22-300-001  
13-22-300-002  
13-22-300-003

Property of Cook County Clerk's Office

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## EXHIBIT A-1

### Description of Shopping Center

Lots 55 and 56 (except the South 48 feet of said Lot 56) in Koester and Zander's Resubdivision of Blocks 1, 3, 4, 5, 6 and 7 and the West 1/2 of Block 2 in Wirt and Gilbert's Subdivision of the West 1/2 of the Southwest 1/4 of Section 22, Township 40 North, Range 13 East of the Third Principal Meridian (except the East 40 acres thereof) in Cook County, Illinois.

Address: 3541 N. Cicero Avenue  
Chicago, IL

APN: 13-22-300-001  
13-22-300-002  
13-22-300-003