

4403600 #1/4 UNOFFICIAL COPY

12-23

011

Assignment & Assumpt f Lease



Doc#: 1036247072 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/28/2010 01:39 PM Pg: 1 of 2

STREET ADDRESS: 2450 S. WOLF ROAD  
CITY: WESTCHESTER, ILLINOIS 60154  
PIN: 15-30-201-014-0000

LEGAL DESCRIPTION:

THE SOUTH 150 FEET OF THE NORTH 528 FEET OF THE EAST 495 FEET, EXCEPT THE EAST 50 FEET THEREOF, OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

EXCEPTING THEREFROM ALL BUILDINGS AND IMPROVEMENTS LOCATED THEREON.

PREPARED BY AND RETURN TO:

TATOOLES, FOLEY & ASSOCIATES  
180 N. WACKER DRIVE, SUITE 600  
CHICAGO, ILLINOIS 60606

Property of Cook County Clerk's Office

Jpen

# UNOFFICIAL COPY

## EXHIBIT "F"

### ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION LEASE ("Assignment") is made this 15 day of December, 2010, by and between **J.V. DISCIPIO, LTD. An Illinois Limited Partnership** (hereinafter "Assignor") and **2450 S. WOLF ROAD, LLC**, and its Successors, assigns, nominees, heirs and executors (collectively, "Assignee").

1. The Assignor hereby assigns, sets over and transfers unto the Assignee, all of its right, title and interest in and to that certain Lease dated February 17, 2004, made between Assignor, as Landlord and TDK Real Estate Venture Land, LLC (the "Lease"), pertaining to a parcel of real property located at 2450 S. Wolf Road, Westchester, Illinois, in Cook County. Assignor shall protect, defend, indemnify and hold harmless each and every one of Assignee, its successors, assigns, employees and agents, of and from any and all causes of action (including attendant reasonable attorney's fees and costs) which have accrued under the Lease prior to the date of this Assignment.

2. The Assignee hereby accepts this Assignment of Assignor's right, title and interest in and to the Lease, subject to the terms and conditions therein stated, and does hereby assume and agree to perform all of Assignor's covenants and obligations with respect to such Lease from and after the date hereof and does hereby further agree that it shall protect, defend, indemnify and hold harmless each and every one of Assignor, its members, managers, successors, assigns, employees and agents, of and from any and all causes of action (including attendant reasonable attorney's fees and costs) which accrue under the Lease on or after the date of this Assignment.

3. This Assignment may be executed in multiple counterparts which together shall be construed as a single instrument. This Assignment shall be binding upon and shall inure to the benefit of the undersigned and their respective legal representatives, successors, heirs and assigns.

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

ASSIGNOR:

J.V. DISCIPIO, LTD. An Illinois Limited Partnership \*

Joseph V. Discipio  
Its General Partner

ASSIGNEE:

2450 S. WOLF ROAD, LLC

[Signature]  
Its Manager

\* AKA/J.V. Discipio, LTD Partnership

Return to  
Jon Tatchel,  
180 W. Wacker #600  
Chicago IL 60606