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Doc#: 1101131083 Fee: \$90.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 01/11/2011 03:41 PM Pg: 1 of 10

COVER SHEET PAGE FOR RECORDING
ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS

**ExxonMobil Oil Corporation, a New York corporation
("Seller"),**

To

**Buchanan Energy (N), LLC, a Delaware limited liability company
("Buyer"),**

Effective as of this 9th day of December 2010,

PERMANENT INDEX NUMBER:

~~15-33-417-001~~ *per stet*
03-04-200-005-0000

LOCATION:

1515 Lake Cook Road
Wheeling, IL

Prepared by:

Exxon Mobil Corporation – Law Department
3225 Gallows Road
Fairfax, VA 22037
Attn: Don R. Fullerton Esq.

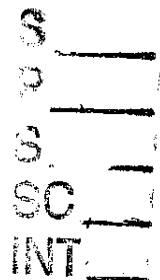
Send subsequent tax bills to:

Nichole Mallett
Buck's Inc.
4973 Dodge Street
Omaha, NE 68132

AFTER RECORDING RETURN TO:

Stewart Title Guaranty Company
NTS - Chicago Division
2 N. LaSalle Street, Suite 1400
Chicago, IL 60602
File # 09031276

SS # 12272



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ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENTS (this "Assignment") is entered into as of December 9th, 2010 between ExxonMobil Oil Corporation, a New York corporation (hereinafter "Assignor") and Buchanan Energy (N), LLC, a Delaware limited liability company (hereinafter "Assignee").

1. Assignment. In consideration of the covenants contained in this Assignment and in the Sale and Purchase Agreement entered into as of July 29, 2010, as amended by that First Amendment to Sale and Purchase Agreement dated August 31, 2010, and as further amended by that Second Amendment to Sale and Purchase Agreement, between Assignor and Assignee (the "SPA"), Assignor, does hereby grant, bargain, convey, assign, transfer and deliver to Assignee all of Assignor's right, title, and interest (including any options) in, to, and under the leases described on Exhibit A attached to this Assignment (the "Leases") and any improvements owned by Assignor on the leasehold premises which are the subject of the Leases (the "Property"), including but not limited to any buildings, appurtenances and landscaping located on, over or under the Property and owned by Assignor, subject to the rights of the Lessors thereto provided for under the Leases.

2. Assumption. Assignee hereby: (a) accepts this Assignment; (b) assumes and agrees to faithfully perform and observe all of Assignor's obligations arising out of the Leases in accordance with and subject to all the terms, covenants and conditions of the Leases, the SPA and all applicable laws, ordinances and regulations; and (c) in addition to the obligations of Assignee under the SPA, Assignee shall indemnify and hold Assignor, its affiliates, agents and employees harmless from and against each and every loss, cost, claim, obligation, damage, liability, payment, fine, penalty, cause of action, judgment (including court costs, expert witness fees and attorneys' fees awarded to any franchisees as part of a judgment), lien or expense, including, but not limited to, reasonable attorneys' fees and other litigation expenses that arise under, or are incurred on account of any breach or claim of breach of lessee's obligations under said Leases or arising from Assignee's acts or omissions occurring subsequent to the effective date of this Assignment.

3. Miscellaneous.

3.1. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without giving effect to its rules on the conflicts of law.

3.2. Effective Date. This Assignment shall become effective on the Closing Date of the SPA.

3.3. Binding Effect. This Assignment shall bind and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

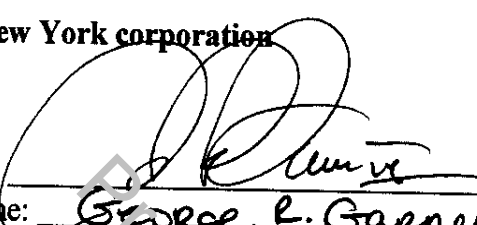
3.4. Meaning of Certain Terms. Certain terms and phrases in this Assignment are capitalized, signifying that they have a specific meaning when used in this Assignment. Capitalized terms and phrases have the meaning provided in the SPA, unless defined otherwise by this Assignment.

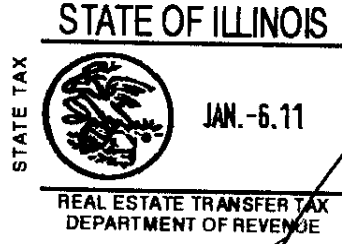
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first written above.

EXXONMOBIL OIL CORPORATION

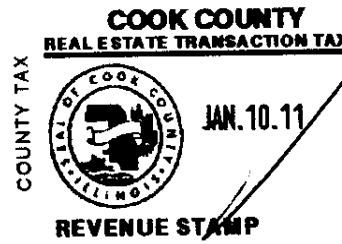
a New York corporation

By: 
Name: George R. Garner
Title: Att in Fact



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REAL ESTATE TRANSFER TAX
0055000
FP 103051



0000073802

REAL ESTATE TRANSFER TAX
0066700
FP 103042

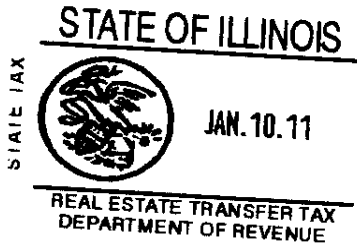
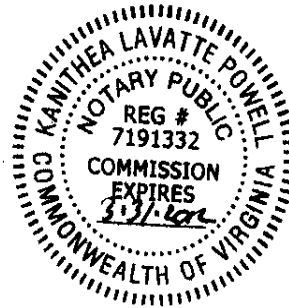
COMMONWEALTH OF VIRGINIA)
) SS:
COUNTY OF FAIRFAX

On the 2 day of Dec in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared Garner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SEAL


Notary Public

My Commission Expires: 3/3/2012



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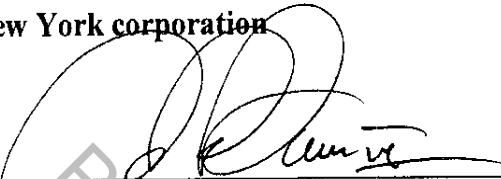
REAL ESTATE TRANSFER TAX
0078400
FP 103037

UNOFFICIAL COPY

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the day and year first written above.

EXXONMOBIL OIL CORPORATION

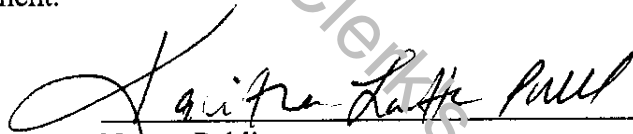
a New York corporation

By: 
 Name: George R. Garner
 Title: Att. in Fact

COMMONWEALTH OF VIRGINIA)
) ss:
 COUNTY OF FAIRFAX)

On the 2 day of March, in the year 2010 before me, the undersigned, a notary public in and for said State, personally appeared George R. Garner, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SEAL


 Notary Public

My Commission Expires: 3/31/2012



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EXHIBIT A **DESCRIPTION OF LEASES**

Site #12272; 1515 Lake Cook Road, Wheeling, IL – Lease Agreement by and between Roland J. Schwind, Elizabeth Schwind and First Chicago Trust Company of Illinois, successor in interest to First United Trust Company, as Trustee, under Trust Agreement dated October 22, 1988 and known as Trust Agreement Number 10251, as Lessors and Mobil Oil Corporation, a New York corporation, as Lessee, a Memorandum of which was recorded as Document Numbers 2517976, 2713971, 2713972 and Second Amendment dated February 2, 1993 and recorded May 11, 1993 as Document Number 3329677 in Lake County and by instrument recorded as Document Number 93351631 in Cook County.

Property of Cook County Clerk's Office

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DECLARATION OF EASEMENTS AND FACILITIES AGREEMENT RECORDED
IN LAKE COUNTY AS DOCUMENT NUMBER 3039567 AND COOK COUNTY AS
DOCUMENT NUMBER 91347415.



Property of Cook County Clerk's Office

UNOFFICIAL COPY**Exhibit "A"- Legal Description**

SITE # 12272

1515 LAKE COOK RD., WHEELING, IL. 

TAX PARCEL NUMBERS 15-99-417-001; 03-04-200-005-0000

LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1 (C) OF THE ALTA FORM 13/13.1, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE MADE BY AND BETWEEN ROLAND J. SCHWIND, ELIZABETH SCHWIND AND FIRST CHICAGO TRUST COMPANY OF ILLINOIS SUCCESSOR IN INTEREST TO FIRST UNITED TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 22, 1988 AND KNOWN AS TRUST NO. 10251, LESSORS TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, LESSEE, MEMORANDUMS OF WHICH ARE RECORDED AS DOCUMENT NOS. 2517976, 2713971, 2713972 AND SECOND AMENDMENT DATED FEBRUARY 2, 1993 AND RECORDED MAY 11, 1993 AS DOCUMENT NO. 3329677 IN LAKE COUNTY AND BY INSTRUMENT RECORDED AS DOCUMENT NO. 93351631, IN COOK COUNTY, ILLINOIS DEMISING THE FOLLOWING DESCRIBED TRACT OF LAND FOR A TERM OF YEARS BEGINNING ON JANUARY 1, 1993 AND ENDING ON DECEMBER 31, 2007, TO WIT:

PARCEL 1:

LOT 2 IN SCHWIND SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS AND PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO BEING DESCRIBED AS:

PART OF LOT 2, SCHWIND SUBDIVISION, VILLAGE OF WHEELING, A PORTION OF WHICH LIES IN LAKE COUNTY, A PORTION OF WHICH LIES IN COOK COUNTY, ILLINOIS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 16 DEGREES 59'06" EAST, 157.61 FEET; THENCE NORTH 60 DEGREES 09'42" EAST, 46.45 FEET; THENCE 97.83 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2,226.83 FEET AND A LONG CHORD SUBTENDED BEARING SOUTH 74 DEGREES 55'52" EAST, 97.83 FEET; THENCE SOUTH 73 DEGREES 33'43" EAST, 120.58 FEET; THENCE SOUTH 16 DEGREES 28'29" WEST, 195.45 FEET; THENCE NORTH 73 DEGREES 07'12" WEST, 251.87 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR THE SANITARY SEWER FACILITY, STORMWATER DETENTION AREA, WATER FACILITIES, AUXILIARY FACILITIES INCIDENTAL TO THE FOREGOING USES, AND ACCESS ROAD AS DESCRIBED IN

UNOFFICIAL COPY

SITE # 12272

1515 LAKE COOK RD., WHEELING, IL. *pk stet*TAX PARCEL NUMBERS ~~15-33-417-001~~; 03-04-200-005-0000

LEASEHOLD ESTATE, AS LEASEHOLD ESTATE IS DEFINED IN PARAGRAPH 1 (C) OF THE ALTA FORM 13/13.1, CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE MADE BY AND BETWEEN ROLAND J. SCHWIND, ELIZABETH SCHWIND AND FIRST CHICAGO TRUST COMPANY OF ILLINOIS SUCCESSOR IN INTEREST TO FIRST UNITED TRUST COMPANY, AS TRUSTEE, UNDER TRUST AGREEMENT DATED OCTOBER 22, 1988 AND KNOWN AS TRUST NO. 10251, LESSORS TO MOBIL OIL CORPORATION, A NEW YORK CORPORATION, LESSEE, MEMORANDUMS OF WHICH ARE RECORDED AS DOCUMENT NOS. 2517976, 2713971, 2713972 AND SECOND AMENDMENT DATED FEBRUARY 2, 1993 AND RECORDED MAY 11, 1993 AS DOCUMENT NO. 3329677 IN LAKE COUNTY AND BY INSTRUMENT RECORDED AS DOCUMENT NO. 93351631, IN COOK COUNTY, ILLINOIS DEMISING THE FOLLOWING DESCRIBED TRACT OF LAND FOR A TERM OF YEARS BEGINNING ON JANUARY 1, 1993 AND ENDING ON DECEMBER 31, 2007, TO WIT:

PARCEL 1:

LOT 2 IN SCHWIND SUBDIVISION OF PART OF THE SOUTH 1/2 OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS AND PART OF THE NORTH 1/2 OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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DECLARATION OF EASEMENTS AND FACILITIES AGREEMENT RECORDED
IN LAKE COUNTY AS DOCUMENT NUMBER 3039567 AND COOK COUNTY AS
DOCUMENT NUMBER 91347415.



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**2 COMMUNITY BLVD
Wheeling, Illinois 60090
(847) 459-2600 • Fax (847) 459-9692**

VILLAGE OF WHEELING TRANSFER CERTIFICATE

The undersigned, pursuant to the authority granted under Title 15, Chapter 15.38 of the Wheeling Municipal Code hereby certifies that the owner of the property commonly known as 1515 LAKE COOK RD a/k/a 815 APTAKISIC RD, PIN NO 03-04-200-005-0000 AND ADJOINING CAR WASH LOCATED THEREIN has paid in full all water, sewer, garbage fees, local ordinance fines, citations and penalties related to this parcel as of the most recent billing and final meter reading.

THIS CERTIFICATE SHALL BE VALID FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF ITS ISSUANCE.

ANY WATER, SEWER, GARBAGE FEE OR PENALTY THAT ACCRUES AFTER THE ISSUANCE OF A TRANSFER CERTIFICATE AND PRIOR TO CLOSING WILL AUTOMATICALLY BE TRANSFERRED TO THE BUYER IF NOT PAID BY THE SELLER AT CLOSING.

By: 

Name: Carol Tress

Title: Utility Billing and Revenue Collection Coordinator

Date: 1/7/2011