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ASSIGNMENT AND ASSUMPTION OF LEASE

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THIS ASSIGNMENT AND ASSUMPTION OF LEASE (the "Assignment") is made and entered into as of the 3rd day of November 1988, by and between RIVER RUN THEATRES, INC., an Illinois corporation ("Assignor"), and LOEWS CHICAGO CINEMAS, INC., an Illinois corporation ("Assignee").

W I T N E S S E T H:

WHEREAS, American National Bank and Trust Company of Chicago, as Trustee under Trust Agreement dated December 1, 1985, and known as Trust No. 66007, as landlord ("Landlord"), and Assignor, as tenant, entered into a lease agreement dated April 23, 1987 and First Amendment to Lease Agreement dated as of August 1, 1988 (the "Lease"), covering certain premises ("Premises") located at 16621 Torrence Avenue, Lansing, Illinois 60438, which premises are legally described on Exhibit A attached hereto and are depicted as Parcel B on the plot plan attached hereto as Exhibit B; and

WHEREAS, a memorandum of the Lease dated November 3, 1988 was recorded in the Recorder's Office of Cook County, Illinois on November 3, 1988 as Document 88508089; and

WHEREAS, Assignor wishes to assign all of its right, title and interest in and to the Lease to Assignee, upon the terms and conditions as hereinafter set forth; and

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WHEREAS, Assignee desires to take an assignment of the Lease, upon the terms and conditions as hereinafter set forth; and

WHEREAS, Assignor wishes to convey all its right, title and interest in and to the alterations, decorations, additions and improvements (collectively the "Improvements") located on the Premises.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assignment of Lease. Assignor hereby assigns, grants, conveys and quitclaims all of its right, title and interest in and to the Lease to Assignee, its successors and assigns from the date hereof for all of the remaining term of the Lease, including all renewals and extensions thereof and all options to purchase, if any. Notwithstanding such assignment, Assignor will remain obligated to Landlord pursuant to Section 16.01 of the Lease. Assignor also irrevocably assigns to Assignee all of its right, title and interest in and to (i) any and all insurance or real estate tax impounds, credits and deposits and (ii) any and all security deposits held in escrow by Landlord or third parties pursuant to the Lease.

2. Assumption of Tenant's Obligations. Assignee hereby covenants and agrees to assume, be bound by and perform all of the terms, covenants, agreements, conditions and provisions of

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the Lease on the part of Assignor to be honored, observed and/or performed with respect to facts or events occurring after the date hereof.

3. Conveyance of Improvements. Assignor grants, conveys, sells, transfers and assigns all its right, title and interest in and to the Improvements located on Premises.

4. Tenant's Address for Notices. As of the date hereof, Assignee's address for notices under the Lease shall be:

Loews Chicago Cinemas, Inc.
c/o Columbia Pictures Entertainment, Inc.
711 Fifth Avenue
New York, New York 10022
Attention: General Counsel

with a copy to:

Loews Theatre Management Corp.
400 Plaza Drive
Secaucus, New Jersey 07094
Attention: Seymour Smith, Esq.

and

Columbia Pictures Entertainment, Inc.
711 Fifth Avenue
New York, New York 10022
Attention: General Counsel

[Space intentionally left blank. Signatures on following page.]

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed under proper authority as of the day and year first written above.

ASSIGNOR:

RIVER RUN THEATRES, INC., an Illinois corporation

By: [Signature]
Its: President
Print Name: Martin Boenfield

Attest: [Signature]
Its: Secretary
Print Name: Louis Marks

ASSIGNEE:

LOEWS CHICAGO CINEMAS, INC., an Illinois corporation

By: [Signature]
Its: VP Vice President
Print Name: Winston E. Van Buren

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ACKNOWLEDGMENT OF ASSIGNOR

STATE OF ILLINOIS)
) SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, do hereby certify that Martin Rosenfield and Louis Marks, personally known to me to be the _____ President and _____ Secretary, respectively, of RIVER RUN THEATRES, INC, an Illinois corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ President and _____ Secretary, they signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 3rd day of November, 1988.

Janette Bernier
 Notary Public

My Commission Expires 11/25/89

COOK COUNTY Clerk's Office

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EXHIBIT A
Legal Description

Lot 2 in the Landings Phase III, being a subdivision of part of the West 1/2 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, Recorded June 6, 1988 as Document 88243895, in Cook County, Illinois.

P.I. Number: 30-19-100-007
30-19-300-011
Address: 16621 Torrence Avenue
Lansing, Illinois 60438

This instrument was prepared by
and after recording, mail to:

Maureen A. Dowd
Kirkland & Ellis
200 East Randolph Drive
Chicago, Illinois 60601

Box 289

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