

Subject to all of the conditions, covenants and rents contained in the lease, full power and authority is hereby granted to Assignee to improve, manage, protect and subdivide the said tract of land, improvements and fixtures (collectively, the "Property") or any part thereof, to dedicate parks, streets, highway or alleys and to vacate any subdivision or part thereof and to resubdivide the Property as often as desired, to contract to sell, to sell on any terms, to convey either with or without consideration, to donate, dedicate, mortgage, pledge or otherwise encumber, and to lease the Property, or any part thereof, from time to time, by leases to commence in present or in future, and upon any terms and for any period or periods of time not exceeding 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter;

TO HAVE AND TO HOLD the Lease and all rights and options granted thereby and all of Assignor's right, title and interest with improvements and fixtures on the said tract of land throughout the term of the Lease and any renewal terms thereof; subject, however, to all of the conditions, covenants and rents contained in the Lease.

In consideration of the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which Assignor hereby acknowledges, Assignor does hereby sell, assign, and set over to Assignee as trustee as aforesaid all of its right, title and interest in and to that certain "Lease" dated as of November 17, 1987 from American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated June 16, 1986, and known as Trust No. 67628, as lessor, to Assignor, as lessee, demising a certain tract of land located in Cicero, Cook County, Illinois, a memorandum of which was recorded in July 6, 1988 as Document No. 88,253,829 in the office of the Recorder of Cook County, Illinois (the "Lease").

W I T N E S S E T H :

THIS ASSIGNMENT AND ASSUMPTION OF LEASE, made and entered into to be effective as of October 7, 1988 by and between THORNTON OIL CORPORATION, a Delaware corporation, Suite 200, STM Plaza West, 10101 Lin Station Road, Louisville, Kentucky 40223 (hereinafter called "Assignor"), and FIRST NATIONAL BANK OF LOCKPORT, a national banking association, not personally but as Trustee under Trust Agreement dated December 22, 1988, and known as Trust No. 21110, 800 South State Street, Lockport, Illinois 60441 (hereinafter called "Assignee").

ASSIGNMENT AND ASSUMPTION OF LEASE

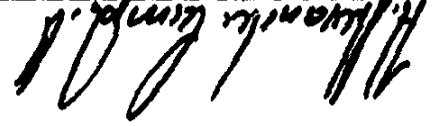
TOC #5
Cicero, IL

89003701

89003701

Secretary

H. Alexander Campbell



Treasurer

J. Stanley Clark



THORNTON OIL CORPORATION

ATTEST:

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

Assignee, by its execution hereof, not personally but as trustee as aforesaid, accepts the foregoing assignment and agrees to assume, pay, and perform, to the extent of the assets of the trust in its hand, the due and punctual payment and performance of all of Assignor's obligations under the Lease as fully as if Assignee were the lessee therein named and further agrees, to the same extent, to indemnify and save Assignor harmless from and against any and all claims, demands, costs, expenses, and judgments, including attorneys fees and expenses of litigation, arising out of the Lease or the use and occupancy of the land leased thereunder.

The interest of each and every beneficiary hereunder and of all persons claiming under them is hereby declared to be personal property and to be in the earnings, avails and proceeds arising from the disposition of the property; the intention hereof being to vest in the said First National Bank of Lockport all of Assignor's right, title, and interest in and to all of the property in trust as aforesaid.

In no case shall any party to whom the property, or any part thereof, shall be conveyed, contracted to be sold, leased or mortgaged by said Assignee, and in no case shall any party dealing with said Assignee in relation to the property, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the property, or be obliged to see that the terms of the Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of Assignee, or be privileged or obliged to inquire into any of the terms of said Trust Agreement.

to partition or to exchange the property, or any part thereof, for other real or personal property; to grant easements or charges of any kind; to release, convey or assign any right, title or interest in or about the property and to deal with the property and every part thereof in all other ways and for such other considerations as it would be lawful for any person leasing the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

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I, the undersigned notary public in and for said county, in the state aforesaid, do hereby certify that John A. Campbell Trust Officer of the First National Bank of Lockport and John A. Campbell of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and John A. Campbell, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said Bank, for the uses and purposes therein set forth; and the said John A. Campbell did also then and there acknowledge that the

STATE OF ILLINOIS
COUNTY OF WILL

My commission expires: August 8, 1900
Notary Public Beulah 28, 1908

I, the undersigned notary public in and for said county, in the state aforesaid, do hereby certify that J. Stanley Clark, Treasurer of Thornton Oil Corporation and H. Alexander Campbell, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

STATE OF Kentucky
COUNTY OF Jefferson
SS

BY John A. Campbell
THIS INSTRUMENT IS EXECUTED BY THE
NOT PERSONAL
FIRST NATIONAL BANK OF LOCKPORT,
not personally but as Trustee under
Trust No. 21110

ATTEST:

John A. Campbell
Secretary

UNOFFICIAL COPY

as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as of the free and voluntary act of said Bank, for the uses and purposes therein set forth.

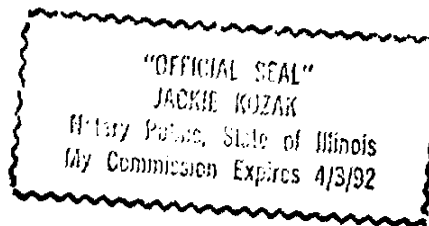
Given under my hand and notarial seal this 29th day of December, 1988.

Jackie Kozak
Notary Public

My commission expires: April 3, 1992.

(No Exhibits)

HAC/1048



Property of Cook County Clerk's Office

63003701

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EXHIBIT A

The following described real estate in the County of Cook and the State of Illinois:

That part of the west 1/2 of the northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of interesection of the east line of South Cicero Avenue (Being a line 33.00 feet east of and parallel with the west line of said northwest 1/4) and the south line of Cermak Road (Being a line 75.00 feet south of and parallel with the north line of said northwest 1/4); thence south 0 degrees 02 minutes 01 seconds east, along said east line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described; thence continuing south 0 degrees 02 minutes 01 seconds east, along said east line, a distance of 200.00 feet; thence north 89 degrees 57 minutes 59 seconds east, along a line drawn perpendicular to the east line of Cicero Avenue, 175.00 feet; thence north 0 degrees 02 minutes 01 seconds west 200.00 feet; thence south 89 degrees 57 minutes 59 seconds west 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois

DEPT-01

\$14.25

T#1111 TRAN 9070 01/04/89 13:19:00

#5811 #A *-89-003701

COOK COUNTY RECORDER

89003701

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