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·OT JEAM as "Lessor" under the Tenant Lease; and to the Properties, including Assignor's rights and interests and Assignor's rights, titles and interests in Ground Lessor's the Land created by the Ground Lease from Assignor, and all in the Land from Ground Lessor, the leasehold estate in estate among other things, the purchase by Assignee of the fee Trust to Assignee and which contemplates, Employees' Southland July 29, 1987, which Purchase Agreement was assigned by The same may have been amended, the "Purchase Adreement") dated as of certain Agreement for Purchase of Land and Improvements (as the Trust, Assignee's assignor, as purchaser, have entered into that WHEREAS, Assignor, as seller, and The Southland Employees'

WHEREAS, Assignor sublet to The Scuthland Corporation ("Tenant"), Assignor's interest in the Ground Lease, and leased to Tenant all of Assignor's interest in buildings, structures and other improvements (collectively, the "Propertics") constructed or located upon the Land, pursuant to a certain Lase and Sublease (the "Tenant Lease") dated as of November 1, 1980, between Assignor, as lessor, and Tenant, as lessee;

WHEREAS, Ground Leaser, as leasor, and Assignor, as leasee, entered into a certain Lease Agreement (the "Ground Lease"), dated November 1, 1980, demising certain parcels of land located throughout the United States (collectively, the "Land") and being more particularly described in Exhibit A attached hereto and incorporated herein by this reference;

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WITUESSETH

THIS ASSIGNMENT OF LEASES AND ASSUMPTION OF OBLIGATIONS ("this Aqreement") is entered into effective as of August 31, 1987, by and among ALPHA PARDNERS ASSOCIATES, an Illinois limited partnersning ("Assignor"), The Southland Corporation Employees' Savings and Texas not-for-profit corporation ("Assignee"), and TERRY FLASS, WANCIAL CORPORATION AND APPILIATES PROFIT SHARING PLAN AND TRUST, NAUCIAL CORPORATION AND APPILIATES PROFIT SHARING PLAN AND TRUST, A trust existing under Florida law ("Ground Lessor").

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KNOW ALL MEN BY THESE PRESENTS, THAT:

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ASSIGNMENT OF LEASES AND ASSUMPTION OF OBLIGATIONS

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WHEREAS, Assignor desires to assign to Assignee (i) the leasehold estate created by, and all of Assignor's other interest as "Lessee" under, the Ground Lease and (ii) the landlord's interests, and all of Assignor's other interest as "Lessor," under the Tenant Lease, and Assignee desires to assume all of the liabilities and obligations of Assignor arising under the Ground Lease and the Tenant Lease after August 31, 1987;

WHEPEAS, Ground Lessor desires to assign and convey to Assignee all of Ground Lessor's interest as "Lessor" under the Ground Lesso and all other right, title and interest in the Land and the Properties, and Assignee desires to assume all of the liabilities and obligations of Ground Lessor arising under the Ground Lesso atter August 31, 1987;

WHEREAS, by this Agreement and certain other instruments of conveyance delivered this date, and pursuant to the Purchase Agreement, Assignee has acquired (i) both the fee estate in the Land and the leasehold estate created by the Ground Lease, and (ii) Assignor's rights and interests as "Lessor" under the Tenant Lease, and Assignee desires that the leasehold estate under the Ground Lease and the fee simple estate in the Land be merged;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, Assignee and Ground Lessor agree as follows:

Assignor hereby assigns, transfers, sells sets over, delivers, and conveys to Assignee, its successors and assigns, the leasehold estate created by the Ground Lease and the reversionary interests, if any, of Assignor in the subleasehold estate created under the Tenant Lease and all other right, title, and interest of "Lessee" under the Ground Lease and all right, title and interest of "Lessor" under the Tenant Lease, together with any other right, title, or interest of Assignor, if any, in the Ground Lease, the Tenant Lease, the Land, or the Properties, including, without limitation, all of Assignor's rights, if any, of use and occupancy of the Properties, any and all rights, claims, or interests of Assignor to any security deposit or other payments (if any) delivered to Ground Lessor under the Ground Lease or to Assignor under the Tenant Lease, and any and all other rights, claims, or interests which Assignor may have or hereafter acquire under or pursuant to the Ground Lease or the Tenant Lease.

TO HAVE AND TO HOLD, subject to the terms and conditions of the Tenant Lease, the leasehold estate created by the Ground

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Lease and the landlord's estate and reversionary interests of "Lessor" under the Tenant Lease, and all other right, title, and interest of Assignor in the Ground Lease, the Tenant Lease, the Land, or the Properties unto Assignee, its successors or assigns, forever.

Ground Lessor hereby assigns, transfers, sells, sets over, delivers, and conveys to Assignee, its successors and assigns, the landlord's estate created by the Ground Lease and all other rights, titles, and interests of Ground Lessor in the Land and the Properties, and any and all other rights, claims, or interests which Ground Lessor may have or hereafter acquire under or pursuant to the Ground Lease.

TO HAVE AND TO HOLD, subject as aforesaid, the landlord's estate under the Ground Lease and all other right, title and interest of Ground Lessor in the Land and the Properties unto Assignee, its successors and assigns, forever.

The foregoing assignment shall be on the following terms and conditions:

- 1. Assumption of Lease Obligations. Assignee hereby assumes all of the obligations and liabilities of Assignor:
 - (a) Under the Ground Lease, including without limitation, the obligation to pay rent accruing after the delivery of this Agreement in accordance with the terms of the Ground Lease and the obligation to observe and perform all of the other terms, conditions, covenants and agreements to be observed or performed by "Lessee" under the Ground Lease arising after August 31, 1987; and
 - (b) Under the Tenant Lease to be observed or performed by "Lessor" arising after August 31, 1987.

This assumption is for the benefit of Assignor and Ground Lessor, and with respect to the Ground Lease, the liability of this assumption shall automatically terminate concurrently herewith by virtue of the merger of the estates of Ground Lessor and Assignor in the Land and Properties.

2. Merger and Leasehold and Fee Estates. It is the intent of Assignee that the leasehold estate under the Ground Lease merge with the fee simple estate in the Land, and such intent is hereby confirmed and acknowledged by Assignee's acceptance of this Agreement.

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- 3. Release of Liability. It is understood and agreed that neither Ground Lessor nor Assignor shall have any obligation or responsibility to pay or perform any liability or covenant which would have otherwise been payable or performable by either of them under the Ground Lease or the Tenant Lease and which liability or covenant accrues or arises under the Ground Lease or the Tenant Lease after August 31, 1987, and any rental or other payments required to be made by Tenant under the Tenant Lease after August 31, 1987, are assigned to Assignee.
- 4. <u>Further Assurances</u>. Each party hereby agrees to perform, execute, deliver, and/or acknowledge or cause to be performed, executed, delivered and/or acknowledged any and all such further documents, instruments, acts and assurances as any other party may reasonably deem necessary or appropriate to evidence, create, or perfect Assignee's title, right, or interest in the Ground Lease or the Properties intended to be conveyed by this Agreement or to evidence and confirm Assignee's assumption of the Ground Lease and the Terant Lease pursuant to this Agreement.
- 5. Binding Effect. This Agreement shall inure to the benefit of the parties, their respective successors and assigns.

EXECUTED to be effective as of the 31st day of August, 1987.

ASSIGNOR:

ALPHA PARDNERS ASSOCIATES

By: Somers-Parage Capital, Inc., a North Carolina corporation, General Partner

By:

David E. Pardue, Jr

President

David E. Pardue, Jr.

General Partner

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Dir Clart's Office

ASSIGNEE:

THE SOUTHLAND CORPORATION EMPLOYEES' SAVINGS AND PROFIT SHARING PLAN TITLE HOLDING CORPORATION, a Texas not-for-profit corporation

CROUND LESSOR: R. J. FINANCIAL CORPORATION AND AFFILIATES PROFIT SHARING PLAN AND TRUST, a trust existing under Florida law

By:	
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By:	
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By:	John M. Cook, Trustee
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GROUND LESSOR:

R J. FINANCIAL CORPORATION AND Property of Cook County Clerk's Office AFFILIATES PROFIT SHARING PLAN AND TRUST

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Acknowledgement of Corporate General Partner of Limited Partnership

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COUNTY OF	DALLAS	S

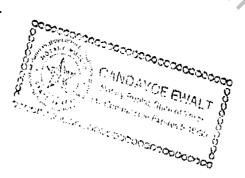
BEFORE ME, the undersigned authority, on this day personally appeared David E. Pardue, Jr., President of Somers-Pardue Capital, Inc., a North Carolina corporation, general partner of ALPHA PARDNERS ASSOCIATES, an Illinois limited partnership, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and leed of said corporation and limited partnership, for the purposes and consideration expressed therein and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of September, 1987.

NOPARY PUBLIC IN AND FOR

My Commission Expires:

(Printed Name of Notary)



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Acknowledgement of Individual General Partner of Limited Partnership

THE STATE	OFTEXAS	S
COUNTY OF	DALLAS	3

BEFORE ME, the undersigned authority, on this day personally appeared basid E. Pardue, Jr., general partner of ALPHA PARDNERS ASSOCIATES, an illinois limited partnership, 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 and deed of said limited partnership, for the purposes and consideration expressed therein and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of September, 1987.

NUTRE PUBLIC IN AND FOR

My Commission Expires:

(Printed Name of Notary)

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Acknowledgement of The Southland Corporation Employees' Savings and Profit Sharing Plan Title Holding Corporation

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COUN	ĄŢY	OF		DAX	LA	<u>s</u>	\$
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BEFORE ME, the undersigned authority, on this day personally appeared John H. Lodgers and Marken Trustees of THE SOUTH AND CORPORATION EMPLOYEES SAVINGS AND PROFIT SHARING PLAN TITLE HOLDING CORPORATION, a Texas not-for-profit corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of said corporation, for the purposes and consideration expressed therein and in the capacity stated therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of September, 1987.

DIANE BROWN Notary Public in and for the State of Texas My Commission Expires 8-16-88 My Commission Expires:	NOTARY PUBLIC IN AND FOR
Pry Commission Expired.	(Printed Name of Notary)

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ACKNOWLEDGEMENT OF GROUND LESSOR

STATE OF FLORIDA

COUNTY OF PINELLAS

Be it known, that on this 28th day of the month of August, 1987, before me, the undersigned authority, personally came and appeared Dennis Zank, to me personally known and known by me to be the person whose genuine signature is affixed to the foregoing document, who signed said document before me and who acknowledged, in my presence, that he signed the above and for going document as his own free act and deed and for the uses and purposes therein set forth and apparent.

Sworn and subscribed to me this 28th isy of August, 1987.

Notary Public

Notary Public, State of Florida at Large My Commission Expires APR, 23, 1989

ACCEPTATION OF THE PROPERTY LESSON

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Oak Forest **#21299** Cook County Illinois

SCHEDULE A

Lot three (3) in Duvan's Rob Roy Commercial Subdivisions in the West half (1/2) of the Southwest Quarter (1/4) of Section 17, Township 36 North, Range 13, East of the Third Principal Meridian, apopraing to plat thereof registered in the office of the Registers of Titles of Cook County, Illinois on January 24, 1972 as Document Number 2917721, in Cook County, Illinois.

PERMANENT ZAN NO.

28-17-315-003

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Chicago #21087 Cook County Illinois

SCHEDULE A

Lots Twenty-Three (23), Twenty-Four (24, and Twenty-Five (25) in Weage and Hyde's Subdivision of Lot One (1) Assessor's Division of the Northwest Quarter of the Southeast Quarter of Section Twenty (20), Township Forty (40) North, Range Fourteen (14), Bost of the Third Principal Meridian in Cook County, Illinois.

> PERMANENT THR NO. , ,
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> ADDRESS: 3554 N. SHEFFIELD,
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1807 ANTHORNE LANGE TO THE STREET

Champaign #21406 Champaign County Illinois

SCHEDULE A

Lot 10 of J. R. Scott's Replan of the South Half of G. A. Buff's Subdivision of Block 10 and a part of Block 1 of Clark, Gambar, and Sherfy's Addition to Champaign, situated in Champaign County, Illinois.

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UNOFFICIAL COPY Carbondale

#20970 Jackson County Illinois

SCHEDULE A

Lot 2 Lewis Park Meadows (Second Plat) being a Subdivision of a part of the Southwest Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., in the City of Carbondale, Jackson County, Illinois, further described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of Section 22, Township 9 South, Range 1 West of the 3rd P.M., in the City of Carbondale, Jackson County, Illinois:

THENCE North along with West line of the said Southwest Quarter of Section 22, A distance of 687.00 feet to a point;

THENCE Easterly with a deflection angle of 88°00', a distance of 25.0 feet to a point in the Easterly right-of-way line of Wall Street,

THENCE Southerly with a deflection angle of 92°00' along the Easterly right-of-way line of Wall Street, a distance of 7.00 feet to a point in the Northerly right-of-way line of Grand Avenue, as presently dedicated

THENCE Easterly with a deflection exple of 92°00' along the Northerly right-of-way line of Grand Avenue, as presently dedicated, a distance of 200.42 feet to the POINT OF BEGINNING,

THENCE Continuing Easterly along the Northerly right-of-way line of Grand Avenue, as presently dedicated and along the back tangent projected, a distance of 132.01 fest to a point in Piles Fork Creek;

THENCE Northerly with a deflection angle of 88°20' a distance 116.30 feet to a point;

THENCE Westerly with a deflection angle of 91°05'30", a distance of 132.00 feet to a point;

THENCE Southerly with a deflection angle of 88°54'30", a distance of 117.64 feet to the POINT OF BEGINNING;

Excepting therefrom the following described property (being the East 43.0 feet of Lot 2 in Lewis Park Meadows (Second Plat) aforesaid) conveyed by The Southland Corporation, a Texas corporation, to The City of Carbondale, Carbondale, Jackson County, Illinois, by Deed dated June 14, 1979 filed for record August 8, 1979 recorded in Book 554, Page 573, described as follows:

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