

ASSIGNMENT AND ASSUMPTION OF LEASE

ASSIGNMENT

This Assignment is made this 22 day of June, 1989 by Prairie Super Stores, Inc. ("Assignor") in favor of Super Valu Stores, Inc. ("Assignee").

RECITALS:

- A. Assignor, as Tenant, American National Bank and Trust Company of Chicago, a national banking association, as Trustee vider Trust Agreement dated September 28, 1987 and known as Trust No. 103624-08, as Landlord, and First National Realty & Landlord's Development Co., Inc., as Beneficiary National"), entered into that certain Indenture of Lease dated October 1, 1987, as amended by a certain First Amendment to Lease dated as of October 23, 1987, among Landlord, First National and Tenant, as amended by a Second Amendment to Lease dated as of May 31, 1988, among Landlord, P&D Partners and Tenant, and by a certain Third Amendment to Lease dated as of May 10, 1989, among Landlord, P&D Partners and Tenant (the "Lease") for a certain portion of the real property located at the northwest intersection of Irving Park Road and Barrington Road in Hanover Park, Illinois (the "Lease Property"). The Lease Property is legally described in Exhibit A attached hereto and made a part hereof.
- B. Assignee, as Purchaser, and Assignor, as Seller, have entered into that certain Asset Purchase and Sale Agreement dated June 22rd 1989 (the "Agreement") for the purchase and sale of Assignor's Cub Foods grocery store business and the personal properties, other assets, and the real properties, including the Lease Property, all as more particularly set forth therein.
- In connection with the purchase and sale described in the Agreement, Assignor has agreed to assign, transfer and convey to Assignee all of Assignor's right, title and interest as Tenant under the Lease from and after the date of this Assignment.

NOW, THEREFORE, for and in consideration of the purchase and sale contemplated in the Agreement and the mutual promises and agreements herein contained, and other good and valuable consideration, Assignor hereby agrees as follows:

- 1. Assignor hereby conveys, assigns and transfers to Assignee all of its right, title and interest as the Tenant under the Lease from and after the date hereof.
- Assignor hereby agrees and covenants to indemnify, defend and hold harmless Assignee from and against any and all claims, damages, expenses and awards which arise out of or in

89288336

UNOFFICIAL COPY

3. To the best knowledge of Assignor, Assignor is not in breach of any material obligations under the Lease and Assignor has not caused the interest of the undersigned under the Lease to be assigned or encumbered. For purposes hereof, the best knowledge of Assignor shall mean the best knowledge of Seller as defined in Article IV of the Agreement.

WHEREAS, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

Thor Coot County Clerk's Office By Its

PRAIRIE SUPER STORES, INC.

89288336

UNOFFICIAL COPY Hanover Park

EXHIBIT A

Description of Leased Property

THAT PART OF LOT A-1 IN MANOVER GARDENS SUBDIVISION AND PART OF LOTS 8-1. 9-10. 8-11 AND 8-12 IN A RESERVIVISION OF LOT 8 OF HANOVER GADENS, BEING BIRDIVISION OF PART OF THE SOUTH EAST & OF SECTION 25, TOWNSHIP 41 MORTH. WANGE 9 EAST OF THE THIRD PRINIPAL MERIDIAN, AND BEING MORE PARTICULARLY OFFICTIONS;

CONCLUSING AT THE BOUTH EAST CORNER OF SAID LOT A-1; THENCE NORTH OF DEGREES, 12 NINDES 28 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT A-3, \$21.48 FEET; THENCE NORTH 89° DEGREES, 47 MINUTES, 32 SECONDS MEST, AT RIGHT ANGLES TO THE SAID LAST LINE 402.47 FEET TO THE TRUE POINT OF DEGINNING

THENCE NORTH	0*-061-24"	EAST,	81.12	FEET:
THENCE SOUTH	83,-21(-5f.	EAST,	7.00	PEETA
THENCE NORTH	0'-06'-36"	EAST.	136.97	FEET
THENCE NORTH	89*-14*-12"		24.33	FEET!
THENCE NORTH	0-12-63-	2021	141.90	PERTI
THENCE NORTH	89*-47'-07 *	WIT.	120.00	FEET
THENCE SOUTH	0-12-43	MEST	40.00	FEET
THENCE NORTH	89°-47'-07"	WEST,	49.77	PEET
THENCE SOUTH	0*-18'-53"	WEST,	(\$3.67	PEET:
THENCE SOUTH	89*-47*-07*	EAST,	10.57	PEST
THENCE SOUTH	015,-23.	WEST,	105.//2	PEETE
THENCE SOUTH	86"-48"-84"	HEST,	52. 10	POST
THENCE SOUTH	0-11,-63	MEST,	30.70	1627;
THENCE SOUTH	89*-47'-07"	EAST.	42.67	PELT.
THENCE SOUTH	071,-93.	MEST,	124.00	PERIL
THENCE EASTER	LY	,	212.70	FEST:

TO THE POINT OF SECINITING, ALL IN COOK COUNTY ILLINOIS

BOX 333 - GO

06-25-411-026 1760 Jensen Blud Hanover Park, IL Mail to Super Valu Stores P.O. Box 990 Minneapolie, MND B5440

Legal Dept

UNOFFICIAL COPY

ACKNOWLEDGMENT

STATE OF MINNESOTA)	
)	SS
COUNTY OF HENNEPIN)	

I, Barbara B. Farrell, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Charles Falcon, the Secretary of Prairie Super Stores, Inc., a Delaware corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered 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.

Notary Public

Ny Commission Expires: GIVEN under my hand and notarial seal this 21st day of June, 1989.

BARBARA B FARRELL NOTARY PUBLIC MINNESOTA HENNEPIN COLLITY MY COMM EXPIRES OCT ZD, 1991