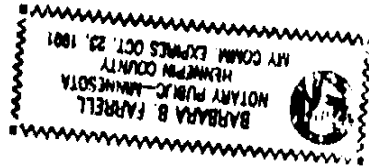


892883337

Property of Cook County Clerk's Office



My Commission Expires:

Notary Public

Barbara B. Farrell

GIVEN under my hand and notarial seal this 22nd day of June, 1989.

I, Barbara B. Farrell, a Notary Public in and for and residing in said county and state, DO HEREBY CERTIFY THAT William C. Hunt, the Vice President of Super Valu 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.

STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

ACKNOWLEDGMENT

8 9 2 8 8 3 3 7

UNOFFICIAL COPY

[Hanover Park]

WP66-003 062189jo #4

1392.018

89288337

By _____
 SUPER VALU STORES, INC.
 ASSIGNOR:

ATTEST: _____
 Its _____

IN WITNESS WHEREOF, Assignee has executed this Assignment as of the date first above written.

2. Assignee hereby agrees and covenants to indemnify, defend and hold harmless Assignor from and against any and all claims, damages, expenses and awards which arise out of or in connection with any obligations of the Tenant under the Lease, and which arise or accrue after the date hereof. The foregoing indemnification shall be subject to and limited by the terms and conditions contained in Article IX of the Agreement.

1. Assignee hereby accepts the foregoing Assignment and agrees to assume and perform all of the obligations, terms, conditions and covenants of Assignor as Tenant under the Lease from and after the date hereof.

NOW THEREFORE, 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, Assignee hereby agrees as follows:

- A. The Recitals set forth in the foregoing Assignment are hereby incorporated as if fully set forth herein. All capitalized terms herein shall have the same meaning as are ascribed thereto in the foregoing Assignment.
- B. Assignee has agreed to assume and to perform all of Assignor's obligations as Tenant under the Lease from and after the date hereof.

RECITALS:

This Assumption Agreement is made as of this 22 day of June, 1989 by Super Valu Stores, Inc. ("Assignee").

89288337

ASSUMPTION AGREEMENT

89288337

1989 JUN 23 PM 2:38

COOK COUNTY CLERK
FILED FOR RECORD

72-08-618A

2/12

1300

UNOFFICIAL COPY

0 2 3 1 5 7

Legal Dept
 Ssyuo
 M.neapolis, MN
 P.O. Box 990
 Super. Vally Stns
 Attn to:

Hanover Park, IL
 1766 Zensen Blvd
 66-25-411-624

TO THE POINT OF BEGINNING, ALL IN COOK COUNTY ILLINOIS

81.12 FEET	EAST	D-08-29	THENCE NORTH
7.00 FEET	EAST	89-51-57	THENCE SOUTH
128.97 FEET	EAST	0-00-34	THENCE NORTH
86.39 FEET	EAST	0-14-18	THENCE NORTH
141.90 FEET	EAST	0-12-53	THENCE NORTH
180.00 FEET	WEST	89-47-07	THENCE NORTH
10.00 FEET	WEST	0-12-53	THENCE SOUTH
89.77 FEET	WEST	89-47-07	THENCE NORTH
88.07 FEET	WEST	0-12-53	THENCE SOUTH
28.67 FEET	EAST	89-47-07	THENCE SOUTH
28.67 FEET	EAST	0-12-53	THENCE SOUTH
28.67 FEET	WEST	89-47-07	THENCE SOUTH
82.18 FEET	WEST	86-48-24	THENCE SOUTH
30.70 FEET	WEST	0-12-53	THENCE SOUTH
42.67 FEET	EAST	89-47-07	THENCE SOUTH
124.00 FEET	WEST	0-12-53	THENCE SOUTH
22.70 FEET	WEST		THENCE EASTERLY

BOX 333-66

89288337

THAT PART OF LOT A-1 IN HANOVER GARDENS SUBDIVISION AND PART OF LOTS B-1, B-10, B-11 AND B-12 IN A RESUBDIVISION OF LOT B OF HANOVER GARDENS, BEING SUBDIVISION OF PART OF THE SOUTH EAST 1/4 OF SECTION 28, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTH EAST CORNER OF SAID LOT A-1; THENCE NORTH 0° DEGREES, 12 MINUTES, 20 SECONDS EAST, ALONG THE EAST LINE OF SAID LOT A-1, 623.49 FEET; THENCE NORTH 89° DEGREES, 47 MINUTES, 07 SECONDS WEST, AT RIGHT ANGLES TO THE SAID EAST LINE 408.47 FEET TO THE TRUE POINT OF BEGINNING.

Description of Leased Property

EXHIBIT A

Hanover Park