

Pr. R. By & S. 1070  
JOHN ROSS  
FUGHS TEMPLE  
ONE N. LAUREL  
CHICAGO, ILL. 60608

3. Reassignment. Assignee covenants and agrees that if Assignor shall, pursuant to its right so to do contained in the lease and provided Assignor notifies Assignee of its intent to cure within five (5) business days after Landlord's notice to Assignor of an uncured default by Assignee, cure any default of Assignee under the terms of the Lease, Assignee shall, upon demand, pay to Assignor all costs incurred by Assignor in connection with curing such default, with interest thereon at the Default Rate (as defined in the Lease) from the date of payment by Assignor of such amounts through the date of reimbursement by Assignee. In addition to the above obligation to reimburse Assignor for the costs to cure any default by Assignee under the Lease, in the event that (a) such default by Assignee is of a material nature and (b) Assignor gives written notice to Assignee electing to exercise such right, then Assignee shall, within thirty (30) days after such notice, reassign the Lease to Assignor. Such reassignment shall be without cost to Assignor, but, upon such reassignment Assignor shall pay to Assignee for Assignee's furnishings, fixtures and equipment (F&E) located at the premises, an amount equal to the "book value" of such F&E as of the date of such reassignment calculated on the basis of the cost thereof to Assignee and upon the shortest depreciation

2. Assumption. Assignee hereby accepts the assignment described in Paragraph 1 and assumes all of Assignor's rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Lease.

1. Assignment. Assignor hereby assigns to Assignee all of its rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Lease.

as follows: THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree

Landlord and Assignor have entered into an indenture of Lease dated January 25, 1989, as modified by a letter agreement of even date therewith (the indenture of Lease and the letter agreement are collectively the "Lease") pursuant to which Assignor is the tenant of certain premises (the "premises") located in Chicago Heights, Illinois. The premises constitute a portion of a parcel of the property of Trustee legally described on Exhibit "A" attached hereto. Assignee is a franchisee of Assignor, and Assignee desires to operate a Cub Foods store on the premises. Subsection 24.4(a) of the Lease permits Assignor, without Landlord's consent, to assign its interest in the Lease to a franchisee that proposes to construct or operate a Cub Foods supermarket on the premises. Subsection 24.4(a) of the Lease further provides that Assignor shall be released from all liability and obligation under the Lease upon assignment of the Lease to Assignee and assumption of such liabilities and obligations by Assignee.

RECITALS

THIS ASSIGNMENT OF LEASE, made as of the 20th day of February, 1989, is by and among Super Valu Stores, Inc., a Delaware corporation ("Assignor"), Strack and Van Till Supermarket, Inc., an Indiana corporation ("Assignee"), American National Bank and Trust Company of Chicago, a national banking association, not personally but as trustee under Trust Agreement dated November 1, 1988 and known as Trust No. 106830-01 ("Trustee") and FHL Chicago Heights Limited Partnership, an Illinois limited partnership ("Beneficiary") ("Trustee" and Beneficiary or collectively "Landlord").

ASSIGNMENT OF LEASE

89317104

\$20.00

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Personally delivered notices shall be deemed given upon actual receipt; notices sent by overnight courier shall be deemed given on the business date next following sending; and mailed notices shall be deemed given three (3) business days following sending.

Assignor: Super Value Stores, Inc.  
11840 Valley View Road  
Eden Prairie, Minnesota 55440  
Attention: Legal Department

Assignee: Strack and Van Til Supermarket, Inc.  
9632 Cline Avenue  
Highland, Indiana 46322  
Attention: Mr. Jack Strack

With a copy to: Coffield Ungar, Harris & Slavin  
3500 Three First National Plaza  
Chicago, Illinois 60602  
Attention: Robert H. Shadur, Esq.

With a copy to: Singleton Levy & Crist  
Schuyler Square  
9013 Indianapolis Boulevard  
Highland, Indiana 46322  
Attention: Glenn Patterson, Esq.

5. Notice. Any notice given hereunder shall be in writing and shall be personally delivered, sent by overnight courier or mailed by certified mail, return receipt requested, addressed as follows or to such other address as any party shall from time to time direct.

Release. Landlord hereby confirms that the Assignor has released from all of its agreements, covenants, duties and obligations under the Lease pursuant to section 24.4(e) of the Lease. In addition, Landlord hereby agrees to release Assignor from all of its agreements, covenants, duties and obligations under the Lease at such time as Assignor assume such agreements, covenants, duties and obligations pursuant to Paragraph 3 of this Assignment.

Release. Landlord hereby confirms that the Assignor has released from all of its agreements, covenants, duties and obligations under the Lease pursuant to section 24.4(e) of the Lease. In addition, Landlord hereby agrees to release Assignor from all of its agreements, covenants, duties and obligations under the Lease at such time as Assignor assume such agreements, covenants, duties and obligations pursuant to Paragraph 3 of this Assignment.

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6. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

7. Successors and Assigns. This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, provided, however, that Assignor may not assign its rights under Paragraph 3 hereof without the prior written consent of Assignee and Landlord.

8. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall constitute an original but which taken together shall be deemed one instrument.

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IN WITNESS WHEREOF, Assignor, Assignee and Landlord have delivered this Assignment as of the day and year first written above.

ASSIGNOR:

By: William J. B...  
Its: Super Value Stores, Inc., a Delaware corporation

ASSIGNEE:

By: X Joseph M. ...  
Its: Starck and Van Til Supermarket, Inc., an Indiana corporation

LANDLORD:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee as aforesaid

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: LHF Chicago Heights, Inc., an Illinois corporation  
PARTNERSHIP, an Illinois limited partnership

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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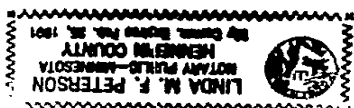
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1991 JAN 25 3:12

COOK COUNTY CLERK



February 25, 1991

My Commission Expires:

NOTARY PUBLIC

*Linda M. F. Peterson*

*February*

GIVEN under my hand and notarial seal this 25th day of January, 1989.

I, Linda M. F. Peterson, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT William C. Hunt 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 the 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

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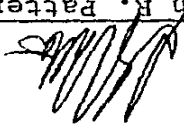
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I, GLENN R. PATTERSON, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT SAMUEL N. VAN TIL OF STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation, personally known to me to be the same person whose name 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.

GIVEN under my hand and notarial seal this 20th day of February, 1989.

Glenn R. Patterson, Notary Public



My Commission Expires: November 25, 1992  
County of Residence: Lake

STATE OF INDIANA )  
COUNTY OF LAKE )  
SS: )

ACKNOWLEDGMENT



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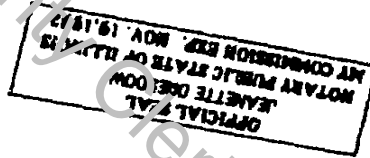
10/11/2011

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My Commission Expires: Nov 19 1989  
Notary Public



I, JEANETTE DESBARY, a Notary Public in and for  
and residing in said County and State, DO HEREBY CERTIFY THAT  
Norman Litz, President of FHL CORPORATION,  
an Illinois  
Limited Partnership, the sole general partner of FHL Chicago Heights  
corporation, an Illinois limited partnership, 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  
own free and voluntary act and as the free and voluntary act  
of said corporation and partnership for the uses and purposes  
therein set forth.  
GIVEN under my hand and notarial seal this 22 day of  
March, 19 89

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
COUNTY OF COOK )  
SS )

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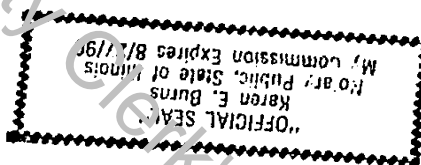
REPRODUCED FROM THE  
HOLYER ARCHIVE OF THE  
SERVING OFFICER  
DORIS W. BAY

89317104

Property of Cook County

My Commission Expires:

*[Signature]*  
Notary Public



GIVEN under my hand and notarial seal this 2 day of 19

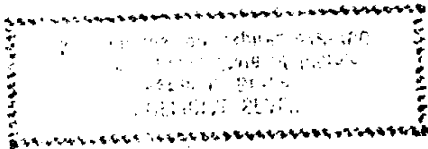
I, Karen E. Burns, a Notary Public in and for and residing in State of Illinois and County of Cook, DO HEREBY CERTIFY THAT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such TRUST OFFICER, appeared before me this day in person and acknowledged that she signed and delivered said instrument as own free and voluntary act and as the free and voluntary act of said bank; and the said TRUST OFFICER acknowledged that as custodian of the corporate seal of said bank, did affix said corporate seal to said instrument as own free and voluntary act and as the free and voluntary act of said bank for said uses and purposes.

STATE OF Ill  
COUNTY OF Cook  
SS

ACKNOWLEDGMENT

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CHICAGO, ILLINOIS

NW CORNER LINCOLN HWY AND

Permanent Tax Numbers: 32-19-101-011 Volume: 014  
32-19-102-022

2017102

That part of the South 1/2 of the Northwest 1/4 of Section 19, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois described as follows:  
Commencing at the Southwest corner of the South line of the Northwest 1/4 of Section 19; thence Easterly along the South line of the Northwest 1/4 of Section 19 for a distance of 881.86 feet to a point; thence Northerly parallel to the West line of the Northwest 1/4 of Section 19 for a distance of 33 feet to a point, which point is the point of beginning of the land herein to be described; thence Northerly parallel to the West line of the Northwest 1/4 of Section 19 for a distance of 17.0 feet to a point; thence Easterly parallel to the South line of the Northwest 1/4 of Section 19 for a distance of 407.0 feet to a point; thence Northeasterly along a line forming an angle of 45 Degrees 00 Minutes 00 Seconds to the left, with the last described course extended for a distance of 14.14 feet to a point; thence Southerly parallel to the West line of the Northwest 1/4 of Section 19 for a distance of 27.0 feet to a point; thence Westerly parallel to the South line of the Northwest 1/4 of Section 19 for a distance of 417.0 feet to a point, which is also the point of beginning.

Excepting therefrom the following:  
Illinois.  
a distance of 417 feet to the point of beginning, in Cook County, 1/4 of Section 19, thence West along the last named parallel line feet North of and parallel to the South line of said Northwest the Southeast 1/4 of the Northwest 1/4 of Section 19; thence on a line 33 feet West of and parallel to the said West line of Degrees 00 Minutes when turned from North through West to a point line making an angle with the last named parallel line of 135 Section 19, a distance of 320 feet; thence Southwesterly along West line of the Southeast 1/4 of the Northwest 1/4 of said thence South along a line 128.06 feet East of and parallel to the the South 1/2 of said Northwest 1/4, a distance of 548 feet; along a line 240 feet South of and parallel to the North line of line of said Northwest 1/4 a distance of 220 feet; thence East South along a line 911.86 feet East of and parallel to the West along the last named parallel line a distance of 30 feet; thence North line of the South 1/2 of said Northwest 1/4; thence East feet to a point on a line 20 feet South of and parallel to the continuing North along said parallel line a distance of 1269.47 a distance of 33 feet to the place of beginning; thence and parallel to the West line of said Northwest 1/4, Section 19, 1/4, said point being 881.86 feet East of the Southwest corner of said Northwest 1/4 of the South line of the said Northwest 1/4 of Section 19, Township 35 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

LEGAL DESCRIPTION OF ACQUISITION PARCEL

EXHIBIT "A"

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