

# UNOFFICIAL COPY

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## Assignment and Assumption of Leasehold Interest Agreement

THIS ASSIGNMENT AND ASSUMPTION OF LEASEHOLD INTEREST AGREEMENT (this "Agreement") is made this 2nd day of November, 1990, between ZAYRE ILLINOIS CORPORATION, a Delaware corporation ("Assignor"), and MONTGOMERY WARD & CO., INCORPORATED, an Illinois corporation ("Assignee").

### RECITALS

By Lease Agreement dated October 21, 1985 by and between Amalgamated Trust and Savings Bank, as trustee under trust agreement dated June 21, 1984 and known as trust number 4951 (the "Landlord"), and Zayre Corp., Assignor's predecessor-in-interest (the "Lease"), which is referenced in that certain Memorandum of Lease dated October 21, 1985 and recorded with the Cook County Recorder of Deeds as document number 85-329730, Assignor leases a portion of certain real property located in Lansing, Illinois which is legally described on Exhibit A attached hereto and made a part hereof, as more particularly described in the Lease. Assignor now desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title, interest, duties and obligations under the Lease as hereinafter provided.

### AGREEMENTS

In consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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1. Assignor hereby assigns all of its right, title, interest, duties and obligations under the Lease to Assignee from and after the date hereof (the "Effective Date") and agrees to defend, indemnify and hold Assignee harmless from and against any and all claims, demands, causes of action, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted or recovered on account of or in connection with the Lease and which first arise or accrue or are based on facts or circumstances first existing prior to the Effective Date.

2. Assignor represents and warrants that (a) Assignor has made no other assignment of any of its right, title, interest, duties and obligations under the Lease to any other person or entity; (b) the Lease has not been further modified or amended; and (c) Assignor has full power and authority to execute and deliver this Agreement.

3. Assignee hereby accepts the aforesaid Assignment from Assignor and agrees from and after the Effective Date (a) to be bound by all of the terms and conditions of the tenant under the Lease; (b) to fulfill, perform and observe each and every duty, condition, covenant and obligation of the tenant under the Lease first arising and accruing on or after the Effective Date; and (c) to defend, indemnify and hold Assignor harmless from and against any and all claims, demands, causes of action, judgments, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) which may be asserted or recovered on account of or in connection with the Lease and which first arise and accrue or are based on facts or circumstances first existing on and after the Effective Date.

Box 15 17<sup>00</sup>

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- 4. This Agreement shall be governed by the laws of the State of Illinois.
- 5. This Agreement may not be amended, modified or terminated except by instrument, in writing, executed by the parties hereto.
- 6. This Agreement may be executed in several counterparts, and all so executed shall constitute one Agreement, binding on each of the parties hereto notwithstanding that each of the parties are not signatories to the same counterpart.
- 7. This Agreement shall be binding upon and shall inure the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**ASSIGNOR:**

ZAYRE ILLINOIS CORPORATION,  
a Delaware Corporation

By: EARL M. SPECTOR

Title: VICE PRESIDENT

**ASSIGNEE:**

MONTGOMERY WARD & CO., INCORPORATED,  
an Illinois corporation

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

Title: \_\_\_\_\_

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

ASSIGNOR:

ZAYRE ILLINOIS CORPORATION,  
a Delaware Corporation

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

Title: \_\_\_\_\_

ASSIGNEE:

MONTGOMERY WARD & CO., INCORPORATED,  
an Illinois corporation

By: James E. Ueber

Title: SENIOR VICE PRESIDENT

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STATE OF Connecticut

CITY/COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 22nd day of October, 1990, by Earl M. Spectors as Vice President of Zayre Illinois Corporation, a Delaware corporation, on behalf of said corporation.

My commission expires:

Sherry A. Rasmussen  
Notary Public

(Notarial Seal)

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ as \_\_\_\_\_ of Montgomery Ward & Co., Incorporated, an Illinois corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

(Notarial Seal)

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2025-01-09



# UNOFFICIAL COPY

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_ as \_\_\_\_\_ of Zayre Illinois Corporation, a Delaware corporation, on behalf of said corporation.

My commission expires:

\_\_\_\_\_  
Notary Public

(Notarial Seal)

STATE OF Illinois

CITY/COUNTY OF CAK

The foregoing instrument was acknowledged before me this 30th day of October, 1990, by Spencer H. Hines as Senior Vice President of Montgomery Ward & Co., Incorporated, an Illinois corporation, on behalf of said corporation.

My commission expires:

3-5-91

Hattie L. Flowers  
Notary Public

(Notarial Seal)



DEPT-01 RECORDING \$17.00  
T#5555 TRAN 8950 11/05/90 09:54:00  
NOV 5 1990 11:54:00  
COOK COUNTY RECORDER

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## EXHIBIT A

That part of the North 1/2 of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, lying Northwest of the Northwestly right of way line of the Public Service Company of Northern Illinois, as established by Warranty Deed recorded May 1, 1924 as Document No. 8 393 986; lying South and Southwest of a line more particularly described as follows: Beginning at a point on the west line of the Southwest 1/4 of said Section 19 distant 2319.74 feet North (as measured along the West line of said Southwest 1/4) of the Southwest Corner of the Southwest 1/4 of said Section 19; thence South  $89^{\circ}44'50''$  East on a line 2319.72 feet North of and parallel with the South line of the Southwest 1/4 of said Section 19, a distance of 1394.47 feet to a point of curve; thence Southeast on the arc of a circle convex to the Northeast having a radius of 241.23 feet for a distance of 172.28 feet to a point of tangency; thence South  $48^{\circ}49'39''$  East a distance of 156.55 feet, more or less to the Northwestly right of way line of the Public Service Company of Northern Illinois as established by Document No. 8 393 986 aforesaid, and lying Easterly of the Easterly right of way line of Torrence Avenue, as established by deed recorded October 4, 1901 as Document No. 18 293 853 (excepting from said part of the North 1/2 of the Southwest 1/4 that part of Old Torrence Avenue falling East of the Easterly line of Torrence Avenue as established by said Document No. 18 293 853).

Also:

That part of the Southwest 1/4 of the Southwest 1/4 of said Section 19 lying Northwest of the Northwestly right of way line of the Public Service Company of Northern Illinois, as established by Quit Claim Deed recorded September 17, 1926 as Document No. 9 404 921 and Deed recorded July 24, 1926 as Document No. 9 350 315; lying Easterly of the Easterly right of way line of Torrence Avenue, as established by Quit Claim Deed recorded February 24, 1943 as Document No. 13 034 829, and lying Northeast of the Northeastly right of way line of the Chicago and Great Eastern Railway Co., as established by Warranty Deed recorded November 1, 1864 as Document No. 87 871; (excepting therefrom that part taken by the County of Cook for widening 170th Street).

Also:

That part of the North 1/2 of the Southwest 1/4 of said Section 19 bounded and described as follows: Beginning at the point of curve (described above) on the North line of the above described property, thence Southeast on the arc of a circle convex to the Northeast having a radius of 241.23 feet a distance of 172.28 feet to a point of tangency; thence South  $48^{\circ}49'39''$  East a distance of 156.55 feet, more or less to the Northwestly right of way line of the Public Service Company of Northern Illinois as established by Warranty Deed recorded May 1, 1924 as Document No. 8 393 986; thence North  $25^{\circ}22'17''$  East on the last described line a distance of 178.24 feet to a point on the aforesaid line 2319.72 feet North of and parallel with the South line of the Southwest 1/4 of said Section 19; thence North  $89^{\circ}44'50''$  East on the last described line a distance of 351.90 feet to the point of beginning.

P.I.N. 30-19-300-020

Torrence Avenue and 170th St., Lansing, IL.

Prepared By: Marc Jacobs, Esq.

Barack Ferrazzano, Kirschbaum & Perlman

333 W. Wacker Dr.

Chicago, IL 60606

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