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LTIC 90-00444
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ASSIGNMENT AND ASSUMPTION OF LEASE RECORDING

\$17.00

T#3333 TRAN 9850 06/18/90 14:05:00

KNOW ALL MEN BY THESE PRESENTS, that ¹²²⁸⁵ ~~that~~ ^{at C of the 90-287582} ~~the~~ ^{COOK COUNTY RECORDER} ~~90-287582~~ day of June, 1990, SCOTT, FORESMAN AND COMPANY ("Assignor"), for and in consideration of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration to it duly paid by GLENVIEW-SCRANTON PARTNERSHIP ("Assignee"), by these presents hereby grants, sells, conveys, assigns, transfers and sets over unto Assignee, its successors and assigns, all of Assignor's right, title and interest as landlord in and to that certain Lease Agreement, dated as of the date hereof, between Assignor, as landlord, and NAHI Real Estate Corporation, as tenant (the "Lease"), and the leasehold estate created thereby for the premises more particularly described therein (the "Premises"). Unless otherwise defined herein, terms that are defined in the Lease shall have the same respective meanings when used herein as such terms have therein.

Assignee does hereby assume and agree to faithfully perform all obligations, covenants, stipulations and agreements of the landlord to be performed from and after the date hereof pursuant to the terms of the Lease.

TO HAVE AND TO HOLD the same unto Assignee, its successors and assigns, forever, from and after the date hereof and during the remainder of the term of the Lease, as such term may hereafter be extended.

AND Assignor covenants, represents and warrants to Assignee that Assignor is the landlord under the Lease, and has full right to assign all of its right, title and interest in and to the Lease and the leasehold estate created thereby and that no other assignment of any interest therein has been made by Assignor.

AND Assignor covenants, represents and warrants to Assignee tht it has performed all and singular the terms, covenants, conditions and warranties of the Lease on Assignor's part to be kept, observed and performed; that the Lease is in full force and effect; that Assignor has not previously sold, assigned any Rent, whether now due or hereafter to become due; that none of the Rent due under the Lease for any period subsequent to the date hereof has been collected in advance and that payment of any of the Rent has not otherwise been anticipated, waived, released, discounted,

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This instrument prepared by, and after recording returns to:

CAROL R. FURBINER
SHEA & GOULD
12511 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10020-1193

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BOX 334

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set-off or otherwise discharged or compromised; that Assignor has not received any funds or deposits from the Lessee under the Lease; and that, to the best of Assignor's knowledge, the Lessee under the Lease is not in default of any of the terms thereof.

AND Assignor hereby agrees to indemnify and hold Assignee harmless of and from any and all liability, loss, damage or expense which Assignee may or might incur under or by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Lease with respect to the period prior to the date hereof, including without limitation, any claim by the Lessee for Rent paid to and received by Assignor, but not delivered to Assignee for any period under the Lease more than one (1) month in advance of the due date thereof; should Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorneys' fees) with interest thereon, at a rate equal to the rate of Default Interest, shall be payable by Assignor immediately, without demand.

AND Assignor covenants and agrees for itself that, at any time and from time to time after the delivery hereof, it will, upon the request of Assignee and without expense to Assignee, execute, acknowledge and deliver, or will cause to be executed, acknowledged and delivered, all such further deeds, assignments, transfers, conveyances, powers of

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attorney or assurances and shall take or cause to be taken all such further acts and actions as may be reasonably required to confirm the foregoing assignment and to execute such other documents as may be reasonably necessary in order to effect the intent of the parties hereto.

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

ASSIGNOR:
SCOTT, FORESMAN AND COMPANY

By: Neil Topham
Name: NEIL TOPHAM
Title: VICE PRESIDENT

ASSIGNEE:
GLENVIEW-SCRANTON PARTNERSHIP

By: Kathleen A. Sero
Name: KATHLEEN A. SERO
Title: SVP

ACCEPTED AND AGREED TO BY:

NAHI REAL ESTATE CORPORATION

By: [Signature]
Name: LAWRENCE MESSER
Title: VICE PRESIDENT

V-13 13140 003
assmt lse CRT061590

DEPT-01 RECORDING \$17.00
43333 TRAN 9850 06/18/90 16:06:00
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COCK COUNTY RECORDER

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STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On this 15th day of June, 1990, before me personally came Lawrence Kessler, to me known, who being by me duly sworn, did depose and say that he resides at 1211 Avenue of the Americas, New York, New York, that he is a Vice President of NAHI Real Estate Corporation, the corporation described in and which executed the foregoing instrument and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

DAVID B. FEDERBUSH
Notary Public, State of New York
No. 41-4947107
Qualified in Queens County
Commission Expires February 13, 1991

V13-13140-003
kessler ack

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 15th day of June, 1990, before me personally appeared Kathleen A. Sego, to me known to be the individual who executed the foregoing instrument, and, who, being by me duly sworn did depose and say that she resides at 11025 S.W. Esquiline Circus, Portland, Oregon 97219, and that she is a Senior Vice President of GSP I Corporation a partner of Glenview-Scranton Partnership, the partnership named in the foregoing instrument, that she executed the foregoing document in the name of Glenview-Scranton Partnership, that she had authority to sign the same, and that she executed the same as the act and deed of GSP I Corporation on behalf of Glenview-Scranton Partnership.



Notary Public

DAVID B. FEDERBUSH
Notary Public, State of New York
No. 41-4947107
Qualified in Queens County
Commission Expires February 13, 1991

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Parcel 1:

That part of Lot D in Tall Trees Unit Two, being a subdivision in the South West quarter of Section 26, Township 42 North, Range 12 East of the Third Principal Meridian, together with that part of Sub-Lots 2, 3 and 4 taken as one tract, in Partition, according to the Will of Judith Reed, of Lot 3 in William Reed's Subdivision of part of the South half of Sections 26 and 27, Township and Range aforesaid, lying Southerly of and adjoining a line drawn from a point on the Southwesterly line of the aforesaid Sub-Lot 4, said point being 1124.595 feet Southeastarily of the Northwestarily corner of Sub-Lot 6 in the aforesaid Partition (as measured along the Southwesterly line of Sub-Lots 4, 5 and 6 in said Partition) to a point on the Westerly line of Block 10 in the aforesaid Tall Trees Unit Two Subdivision, said point being 299.95 feet Northwestarily of the Southwestarily corner of Lot 16 in said Block 10 (as measured along the Westerly line thereof), excepting from the above described parcel of land that part of said Sub-Lots 2 and 3 taken for the aforesaid Tall Trees Unit Two Subdivision and also excepting from the aforesaid Sub-Lots 3 and 4 that part thereof taken for East Lake Avenue as shown on plat of survey document number 20433449, being that part of said Sub-Lots 3 and 4 lying Southerly of and adjoining a line drawn from a point on the Southwesterly line of said Sub-Lot 4, said point being 122.96 feet North of the Westerly extension of the South line of said Sub-Lot 4 (as measured perpendicularly to said Westerly extension) to a point on the East line of the aforesaid Sub-Lot 3, said point being 72.00 feet North of the South East corner of said Sub-Lot 3 (as measured along the East line thereof) all in Cook County, Illinois,

ALSO,

Parcel 2:

That part of Sub-Lots 1, 2, 4, 5 and 6 (except the North 330 feet of said Sub-Lot 6, as measured along the East line thereof), taken as one tract, in Partition, according to the Will of Judith Reed, of Lot 3 in William Reed's Subdivision of part of the South half of Sections 26 and 27, Township 42 North, Range 12 East of the Third Principal Meridian, lying Northerly of and adjoining a line drawn from a point on the Southwesterly line of the aforesaid Sub-Lot 4, said point being 1124.595 feet Southeastarily of the Northwestarily corner of Sub-Lot 6 in the aforesaid Partition (as measured along the Southwesterly line of Sub-Lots 4, 5 and 6 in said Partition) to a point on the Westerly line of Block 10 in Tall Trees Unit Two, being a subdivision in the South West quarter of Section 26, Township and Range aforesaid, said point being 299.95 feet Northwestarily of the Southwestarily corner of Lot 16 in said Block 10 (as measured along the Westerly line thereof), excepting from the above described tract of land that part of said Sub-Lots 1 and 2 taken for Tall Trees Unit Two aforesaid and Tall Trees Unit Three, being a subdivision in said South West quarter, all in Cook County, Illinois.

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