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92062825 ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE is made as of the 1st day of July, 1991, by NECA/PBTF Mid-Western Properties, Inc., a Delaware corporation ("Assignor") to Sanbell Limited Partnership, a Delaware limited partnership ("Assignee").

WHEREAS, Assignee has on this date purchased from Assignor a fee interest in the land described on Exhibit A hereto ("Land") together with the improvements on the Land (the Land and such Improvements, collectively, the "Premises"); and

WHEREAS, the Premises are subject to that certain lease (the "Lease") dated the 20th day of March, 1970, by and between State Mutual Life Assurance Company of America ("State Mutual") and South West Forest Industries, Inc., covering the improvements on the Premises as described in the Lease;

WHEREAS, Assignor is the successor to State Mutual under the Lease; and

WHEREAS, in connection with the transfer of the Premises from Assignor to Assignee, Assignor has agreed to assign to Assignee all of its rights and interest under the Lease.

NOW THEREFORE, in consideration of Assignee's purchase of the Premises, and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment and Assumption. Assignor hereby assigns and transfers all of its obligations, right, title and interest in and to the Lease including, without limitation, its right and interest in and to all rents, income, and profits arising therefrom. Assignor hereby assumes all of Assignee's covenants, obligations and commitments under and in connection with the Lease.

2. Representations by Assignor. Assignor represents that:

(a) Assignor and, to the best of Assignor's knowledge, the tenant under the Lease, are not in breach of any material term or provision of the Lease;

(b) The tenant under the Lease does not have and has not claimed any defense, offset, or counter-claim affecting the payment of rent or performance of the tenant's other obligations thereunder;

(c) Assignor has all requisite, right, title, and authority to assign the Lease to Assignee; and

(d) The party executing this assignment on behalf of the Assignor has been duly authorized to do so and all necessary consents and approvals from any party have been duly obtained by

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such party.

3. Binding Effect. This Assignment is binding upon Assignor, its successors and assigns, and is binding upon and inures to the benefit of Assignee, its successors and assigns.

NECA/PBTF MID-WESTERN
PROPERTIES, INC.

By: Jack F. Moore
Jack F. Moore, President

SANBELL LIMITED PARTNERSHIP,
a Delaware limited partnership

By: Sanbell Company, Inc.,
a Delaware corporation,
its General Partner

By: Jeffrey Sandelman
Jeffrey Sandelman, President

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APPROVED

As To Form

- DEPT-DIVISIONAL RECORDING \$27.50
- 1722221 PRAM 6865 01/30/92 14126100
- 16887 P. # 92-062825
- COOK COUNTY RECORDER

STATE OF DISTRICT OF)
COUNTY OF COLUMBIA)

ss.

DISTRICT I, DEBORAH L. BRANZELL, a Notary Public in and for the State of COLUMBIA, do hereby certify that JACK F. MOORE, as PRESIDENT of NECA/PBTF MID-WESTERN, a party to a certain Assignment and Assumption of Lease bearing date as of the 1st day of July, 1991, and hereto annexed, personally appeared before me in said State, the said JACK F. MOORE being personally well known to me as the person who executed the said Assignment and Assumption of Lease and acknowledged the same to be the act and deed of said _____.

Given under my hand and official seal as of this 17th day of JANUARY, 1992.

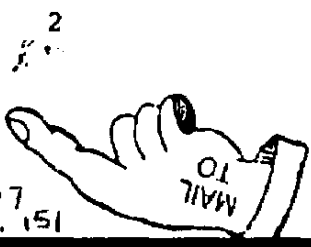
Deborah L. Branzell
Notary Public

DEBORAH L. BRANZELL, Notary Public
in and for the District of Columbia
My Commission Expires August 14, 1993

92062825

Prepared by Carl H. Hadjirian, Esq.
Counts & Kanne, Chartered
1125 15th St, N.W.
Washington, D.C. 20005

Rec'd and Return to: Howard E. Heller, Esq.
Kin Properties, Inc.
77 Tarrytown Road
White Plains, N.Y. 10607
Tax Parcel No. 23-12-210-006-000 Vol. 151



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STATE OF New York)
COUNTY OF Westchester) SS.

I, MARY D MARTIN, a Notary Public in and for the State of New York, do hereby certify that Jeffrey Samkelman, as ~~President of Sankel Company Inc~~ general partner of Sankel Limited Partnership, a party to a certain Assignment and Assumption of Lease bearing date as of the 1st day of July, 1991, and hereto annexed, personally appeared before me in said State, the said Jeffrey Samkelman being personally well known to me as the person who executed the said Assignment and Assumption of Lease and acknowledged the same to be the act and deed of said corporation acting as general partner of said partnership and the act and deed of said partnership.

Given under my hand and official seal as of this 15th day of January, 1992.

Mary D Martin
Notary Public

My commission expires:

MARY D. MARTIN
Notary Public, State of New York
No. 4730635
Qualified in Westchester County
Term Expires March 30, 1992

Property of Cook County Clerk's Office

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EXHIBIT A LEGAL DESCRIPTION

That part of the Northeast 1/4 of Section 12, Township 37 North, Range 12, East of the Third Principal Meridian, bounded by a line described as follows:

Commencing at a point in the East line of the Northeast 1/4 of said Section 12 which is 1341.85 feet South of the Northeast corner of said Northeast 1/4; thence West at right angles to the said East line a distance of 190.0 feet for a point of beginning; thence continuing West along said line drawn at right angles to the East line of said Northeast 1/4 a distance of 545.16 feet; thence South a distance of 28.90 feet to a point on a line 300.0 feet Northeasterly, as measured at right angles, and parallel with the Northeasterly right of way line of that land conveyed to the Illinois State Toll Highway Commission in document 17286868; thence North 86 degrees 03 minutes 55 seconds West along a line which forms an angle of 45 degrees to the left with said parallel line a distance of 424.26 feet to a point on the Northeasterly right of way line of the Illinois State Toll Highway; thence North 41 degrees 03 minutes 55 seconds West along the Northeasterly line of said right of way a distance of 400.00 feet; thence North 48 degrees 56 minutes 05 seconds East a distance of 132.77 feet to a point on a curved line the last described line being a radial line of said curve; thence Easterly along said curved line, convex to the South and having a radius of 70.0 feet a distance of 138.74 feet, arc measure; thence East a distance of 1015.06 feet to a point on a line 190.0 feet West, measured at right angles, and parallel with the East line of the Northeast 1/4 of said Section 12; thence South along said parallel line, 405.0 feet to the place of beginning in Cook County, Illinois.

address 9600 South Harlem
Bridgman, Ill.

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