

This instrument was prepared by and after recording should be returned to:
Rebonna D. Hansen, Esq.
Simon Property Group
115 West Washington Street
Indianapolis, Indiana 46204

UNOFFICIAL COPY

94771939

ASSIGNMENT AND ASSUMPTION OF LEASES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES ("Assignment") is made as of the 1st day of September, 1994 by and between MATTESON JOINT VENTURE, an Indiana general partnership having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignor"), and SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignee").

W I T N E S S E T H :

DEPT-01 RECORDING \$33.50
T#0008 TRAN 9203 09/01/94 10:22:00
#1714# CJ *-94-771939
COOK COUNTY RECORDER

WHEREAS, Assignor is the owner of the Matteson Plaza Property (as such term is defined in the Contribution Agreement referred to below) (the "Center") located on certain real property more particularly described in Exhibit A attached hereto and incorporated herein.

WHEREAS, as of the Closing Date (as such term is defined in the Contribution Agreement), Assignor is transferring to Assignee all of Assignor's right, title and interest in and to the Center pursuant to the terms and conditions of that certain Contribution Agreement dated as of September 1, 1994 among Assignor, Assignee and certain other parties (the "Contribution Agreement"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Contribution Agreement.

WHEREAS, Assignor desires to assign to Assignee its interest as landlord under the Leases which relate to the Center, and Assignee desires to accept such assignment, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. All of the recitals are hereby incorporated in this Assignment.
2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, without warranty or representation, express or implied, except as set forth in the Contribution Agreement and subject to the limitation on liability and the other terms set forth in the Contribution Agreement, all of Assignor's right, title and interest in, to and under the Leases which relate to the Center, together with (a) any and all guarantees, if any, of the obligations of the tenants thereunder, (b) any and all Rents and Rent Arrearages payable by

3330

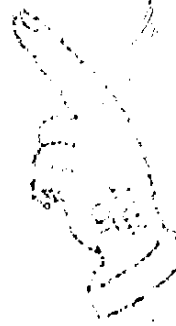


Chi 20759
LAWYERS TITLE INSURANCE CORPORATION

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the tenants thereunder and (c) any and all security deposits which are applicable to the Center (including interest accrued thereon, if any, in accordance with the terms of the Contribution Agreement), to have and to hold the same unto Assignee, its successors and assigns, from and after the Closing Date, for the rest and remainder of the term and renewal terms, if any, thereof, subject to the covenants, conditions and other provisions contained in such Leases.

3. Assumption. Assignee, for itself and its successors and assigns, hereby covenants and agrees with Assignor that it accepts the assignment and assumes and agrees to be bound by and to pay, perform, observe and discharge all of the covenants, agreements, duties, responsibilities and obligations on the part of the landlord to be performed under the Leases accruing or attributable to any period from and after the Closing Date. The provisions of this paragraph 3 shall not be construed as negating any express assumption of obligations or liabilities by Assignee or Assignor in the Contribution Agreement.

4. Further Assurances. Assignor agrees to execute, acknowledge where appropriate and deliver such other or further instruments of transfer or assignment as Assignee may reasonably require to confirm the foregoing assignment, or as may be otherwise reasonably requested by Assignee to carry out the intent and purposes hereof.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns.

6. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall be deemed one and the same instrument. The page on which a party hereto has executed any counterpart hereof may be removed and attached to any other counterpart hereof. Any counterpart hereof to which is attached the signatures of all parties hereto shall constitute an original of this Assignment.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State in which the Center is located.

8. Signatory Warranty. Each person executing this Assignment warrants that such person is duly authorized to do so on behalf of the party for whom such person has executed this Assignment.

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01-11-20

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

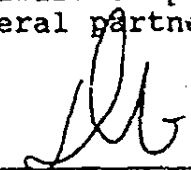
Assignor:

MATTESON JOINT VENTURE, an
Indiana general partnership

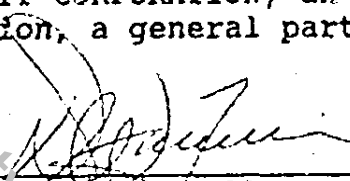
By: SIMON PROPERTY GROUP (ILLINOIS),
L.P., an Illinois limited
partnership, a general partner

By: CHARLES MALL COMPANY LIMITED
PARTNERSHIP, a Maryland
limited partnership, general
partner

By: SIMON PROPERTY GROUP
(DELAWARE), INC., a
Delaware corporation,
general partner

By: 
David Simon, President

By: MSA REALTY CORPORATION, an Indiana
corporation, a general partner

By: 
Donald W. Tanselle,
Chairman of the Board

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NO. 100-111-10000-10000
Department Information

100-111-10000-10000
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STATE OF INDIANA)
COUNTY OF MARION)

SS: 0 0 9 4 / 7 / 1 9 9 4

Before me, a Notary Public in and for said County and State, personally appeared David Simon, President of SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner of CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner of SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, a general partner of MATTESON JOINT VENTURE, an Indiana general partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 24th day of August, 1994.

Mark V Bromund
Notary Public

STATE OF INDIANA)
COUNTY OF MARION)

SS:

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997.

Before me, a Notary Public in and for said County and State, personally appeared Donald W. Tanselle, Chairman of the Board of MSA REALTY CORPORATION, an Indiana corporation, a general partner of MATTESON JOINT VENTURE, an Indiana general partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 24th day of August, 1994.

Mark V Bromund
Notary Public

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997.

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Court, at Chicago, Illinois, this 1st day of January, 1991.

CLERK OF COURT

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CLERK OF COURT

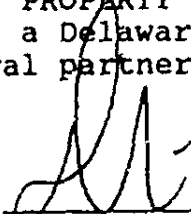
UNOFFICIAL COPY
IN WITNESS WHEREOF, Assignor and Assignee have duly executed
this Assignment as of the date first above written.

Assignee:

SIMON PROPERTY GROUP (ILLINOIS), L.P., an
Illinois limited partnership

By: CHARLES MALL COMPANY LIMITED
PARTNERSHIP, a Maryland limited
partnership, general partner

By: SIMON PROPERTY GROUP (DELAWARE),
INC., a Delaware corporation,
general partner

By: 
David Simon, President

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01/10/2022

STATE OF INDIANA

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SS:

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared David Simon, President of SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner of CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner of SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 24th day of August, 1994.

Mark V Bromund

Notary Public

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997

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000-94771-3

A TRACT OF LAND IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 35 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF GOVERNORS HIGHWAY AS DEDICATED AND THE NORTH RIGHT-OF-WAY LINE OF ST. LAWRENCE AVENUE; THENCE SOUTH 89 DEGREES 46 MINUTES 13 SECONDS WEST 537.20 FEET ALONG LAST SAID NORTH LINE TO A PLACE OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 46 MINUTES 13 SECONDS WEST 733.93 FEET TO THE EAST LINE OF KEELER AVENUE AS DEDICATED; THENCE NORTH 0 DEGREES 30 MINUTES 37 SECONDS WEST 1041.40 FEET ALONG LAST SAID LINE TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE 30; THENCE DUE EAST 330.29 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 22 SECONDS EAST 100.50 FEET; THENCE DUE EAST 285.0 FEET; THENCE DUE SOUTH 20.0 FEET; THENCE DUE EAST 80.0 FEET; THENCE DUE NORTH 20.0 FEET; THENCE DUE EAST 226.0 FEET ALL ALONG THE SOUTHERLY RIGHT OF WAY LINE OF U.S. ROUTE 30; THENCE SOUTH 0 DEGREES 30 MINUTES 30 SECONDS EAST 164.0 FEET; THENCE DUE EAST 250.0 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 30 SECONDS EAST 30.0 FEET; THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS WEST 20.0 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 30 SECONDS EAST 80.0 FEET; THENCE NORTH 89 DEGREES 29 MINUTES 30 SECONDS EAST 20.0 FEET; THENCE SOUTH 0 DEGREES 30 MINUTES 30 SECONDS EAST 131.30 FEET TO A POINT ON CURVE; THENCE WESTERLY ON A CURVE CONVEX TO THE NORTH HAVING A RADIUS OF 50.0 FEET, AN ARC DISTANCE OF 38.77 FEET AND A CHORD BEARING OF NORTH 68 DEGREES 17 MINUTES 41 SECONDS WEST TO A POINT OF TANGENT; THENCE SOUTH 89 DEGREES 29 MINUTES 30 SECONDS WEST 177.0 FEET TO A POINT OF CURVE; THENCE WESTERLY ON A CURVE CONVEX TO THE SOUTH HAVING A RADIUS OF 406.60 FEET, AN ARC DISTANCE OF 206.65 FEET, AND A CHORD BEARING OF NORTH 75 DEGREES 56 MINUTES 54 SECONDS WEST; THENCE SOUTH 0 DEGREES 13 MINUTES 47 SECONDS EAST 352.36 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 13 SECONDS WEST 79.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 47 SECONDS EAST 253.00 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 13 SECONDS WEST 45.00 FEET; THENCE SOUTH 0 DEGREES 13 MINUTES 47 SECONDS EAST 79.33 FEET TO THE NORTH RIGHT OF WAY LINE OF ST. LAWRENCE AVENUE AND THE PLACE OF BEGINNING, EXCEPT THAT PART THEREOF DEDICATED FOR KEELER AVENUE BY AGREEMENT FOR PUBLIC DEDICATION RECORDED MARCH 6, 1990 AS DOCUMENT NO. 90100147, ALL IN COOK COUNTY, ILLINOIS.

22.1826 acres

PIN #31-22-401-017

Property Address:
Route 30 and Governor's Highway
Matteson, IL 60443

EXHIBIT A
Page 1 of 1

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01-10-00