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94273225

Lincoln Mall #870A

RECORDING REQUESTED BY
AND AFTER RECORDING THE
RECORDED DOCUMENT SHOULD
BE RETURNED TO:

PREPARED BY:
Adam L. Levin, Esq.
Harcourt General, Inc.
27 Boylston Street - Box 1000
Chestnut Hill, MA 02167

Kathleen A. Furlong
Pircher, Nichols & Meeks
900 N. Michigan Avenue, Suite 2860
Chicago, Illinois 60611

DEPT-01 RECORDING \$31.00
T31111 TRAN 4766 03/25/94 11:29:00
50053 # 94-273225
COOK COUNTY RECORDER

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

ASSIGNMENT made as of the 14th day of December 1993, between Harcourt General, Inc., formerly known as General Cinema Corporation, a Delaware corporation, with an address at 27 Boylston Street, Chestnut Hill, Massachusetts 02167 ("Assignor"), and GC Companies, Inc., a Delaware corporation, with an address at 27 Boylston Street, Chestnut Hill, Massachusetts 02167 ("Assignee").

WITNESSETH.

WHEREAS, Assignor is the tenant under that certain lease (the "Lease") between Elizabeth City Associates c o Kanbe Management, Inc. (or its predecessor), as landlord, and Assignor (or its predecessor), as tenant, demising the premises located on the parcel or parcels described on Schedule A attached hereto. Further information about the parties to the Lease, amendments thereto, and recording information on any recorded memorandum of the Lease, is set forth on Schedule B attached hereto.

WHEREAS, Assignor desires to assign to Assignee all of its right, title, and interest in, to and under the Lease, upon certain terms and conditions, and

WHEREAS, Assignee desires to assume the Lease and be bound by all of Assignor's obligations thereunder commencing as of the date hereof (the "Effective Date"), upon the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Assignor and Assignee hereby agree as follows:

Please return to: **RICK LUCCHESI**
Title Insurance
323 N. LaSalle, Suite 1400
Chicago, IL 60601
Re: **N-6138-14** 7 of 10

BOX 15

NTS _____



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1. Assignor hereby assigns to Assignee, effective as of the Effective Date, all of its right, title and interest in, to and under the Lease, and Assignor's interest, if any, in and to the buildings, improvements and fixtures located at the premises demised under the Lease and all of Assignor's right, title and interest, if any, in, to and under all easements, rights of way, privileges, appurtenances and other rights and real estate interests pertaining to said premises, upon all of the terms and conditions herein set forth.

2. Assignee hereby assumes and agrees to perform all of Assignor's obligations under the Lease as of the Effective Date.

3. This Assignment of Lease and Assumption Agreement may not be amended, modified or terminated except by an instrument in writing executed by the parties hereto.

4. This Assignment of Lease and Assumption Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

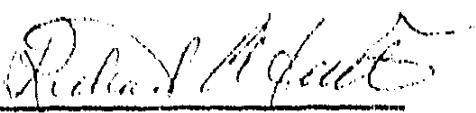
IN WITNESS WHEREOF, the parties have executed this Assignment of Lease and Assumption Agreement as of the day and year above first written.

HARCOURT GENERAL, INC.

By: 
Robert J. Tarr, Jr., President

Attest:  (SEAL)
Eric P. Geller, Secretary

GC COMPANIES, INC.

By: 
Richard A. Smith, President

Attest:  (SEAL)
Robert A. Licht, Secretary

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COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF MIDDLESEX } ss.:

On December 14, 1993 before me, a Notary Public in and for said Commonwealth, personally appeared Robert J. Tarr, Jr. and Eric P. Geller, personally known to me to be the President and Secretary, respectively, of Harcourt General, Inc., the corporation that executed the within instrument, personally known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument as its free act and deed and pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal)

Signature *Adam L. Levin*
Adam L. Levin
Notary Public in and for said Commonwealth
My Commission Expires October 28, 1994

COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF MIDDLESEX } ss.:

On December 14, 1993 before me, a Notary Public in and for said Commonwealth, personally appeared Richard A. Smith and Robert A. Licht, personally known to me to be the President and Secretary, respectively, of GC Companies, Inc., the corporation that executed the within instrument, personally known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the within instrument as its free act and deed and pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.
(Seal)

Signature *Adam L. Levin*
Adam L. Levin
Notary Public in and for said Commonwealth
My Commission Expires October 28, 1994

EXHIBIT A-1 TO LEASE

BETWEEN

LNC DEVELOPMENT CORPORATION
AND
DOMLIFE REALTY LIMITED, LANDLORD
AND
GENERAL CINEMA CORPORATION, TENANT

Resubdivision of Lot 8, in Lincoln Mall, being a
Subdivision of part of the Southwest 1/4 of Section 22,
Township 35 North, Range 13 East of the Third Principal
Meridian in Cook County, Illinois, according to the Plat
thereof recorded in Cook County, Illinois, on March 1,
1977, as Document No. 23 835 201.

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EXHIBIT A-2 TO LEASE

BETWEEN

LNC DEVELOPMENT CORPORATION
AND
DOMLIFE REALTY LIMITED, LANDLORD
AND
GENERAL CINEMA CORPORATION, TENANT

The following described real estate situated in Cook County, Illinois, to wit:

Lot 1 in the Resubdivision of Lot 8, in Lincoln Mall, being a Subdivision of part of the Southwest 1/4 of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois, according to the Plat thereof recorded in Cook County, Illinois, on March 1, 1977, as Document No. 23 835 201;

Together with the tenements and appurtenances thereunto belonging including, without limitation, the easements, rights, and privileges appurtenant thereto created under and pursuant to the provisions of the Total Site Agreement dated March 7, 1972 and recorded March 24, 1972 as Document No. 21846182 (all hereinafter called the "Premises").

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SCHEDULE B
TO ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT
DATED DECEMBER 14, 1993

UNIT: Lincoln Mall #870

NOTICE OF LEASE
RECORDED:

ORIGINAL LANDLORD: LNC Development Corporation and Dom Life Realty Limited

CURRENT LANDLORD: Elizabeth City Associates c/o Kenbe Management, Inc.

ORIGINAL TENANT: General Cinema Corporation

CURRENT TENANT: Harcourt General, Inc. f/k/a General Cinema Corporation

LEASE DATED: December 16, 1977

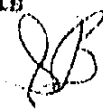
AMENDMENTS: None

TERM: December 16, 1977 - December 31, 2002

OPTIONS: Two nine (9) year options beginning January 1, 2003

PREMISES: See Schedule A

PIN: 31-22-300-036-0000
Common Address: 4647 W. Lincoln Mall Drive
Matteson, Illinois



schedb.hg870

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