

# UNOFFICIAL COPY

(Schaumburg)

95631738

## ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT is made as of this 30th day of June, 1995, by and between Hasty Host Distributing Corp. ("Assignor"), and Apple South, Inc., a Georgia corporation ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor is the tenant under that certain Lease dated July 16, 1991 (the "Lease"), with LaSalle National Trust N.A., Successor Trustee to LaSalle National Bank, not individually, but solely as Trustee under Trust Agreement dated October 1, 1993, and known as Trust No. 107166, predecessor in interest to Real Estate Collateral Management Company, as landlord, for certain premises (the "Premises") located in One Schaumburg Place, 601 Martingale Road, Schaumburg, Illinois, and forming a part of certain real property described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, as of the date hereof, Assignee is acquiring substantially all of the assets of Assignor related to the operation of its Applebee's Neighborhood Grill & Bar restaurants under the terms and provisions of an Asset Purchase Agreement dated April 12, 1995, by and among Assignee, Marcus Restaurants, Inc., B&G Realty, Inc., Captains-Kenosha, Inc., B&G Leasing, Inc., Hasty Host Distributing Corp. and Tops, Inc., as amended; and

WHEREAS, it is the desire of the parties hereto that Assignor assign all of the Assignor's right, title and interest in and to the Lease to Assignee and that Assignee accept such assignment and assume such Lease under the terms and conditions set forth herein.

NOW, THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, IT IS AGREED:

### I. ASSIGNMENT

Assignor does hereby sell, transfer, set over and assign unto Assignee, effective as of the date hereof, all of Assignor's right, title and interest in and to the Lease.

### II. ACCEPTANCE AND ASSUMPTION

Assignee hereby accepts the foregoing assignment of the Lease and assumes, covenants and agrees to fully and faithfully perform and discharge each and every covenant, duty, obligation, liability and term on the part of Assignor to be performed in and under the Lease arising on and after the date hereof.

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## III. SUCCESSORS

This instrument and the rights and liabilities contained herein shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

ASSIGNOR:

HASTY HOST DISTRIBUTING CORP.

By: 

Thomas F. Kissinger,  
Secretary

ASSIGNEE:

APPLE SOUTH, INC.


By: 

Name: Paul A. Ivallies

Title: Assistant Secretary

STATE OF WISCONSIN )  
                              ) SS.  
MILWAUKEE COUNTY   )

On this 5<sup>th</sup> day of June, 1995, personally came before me, Thomas F. Kissinger, the Secretary of Hasty Host Distributing Corp., to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.

  
Name: Kristi D. Thompson  
Notary Public,  
Milwaukee County, Wisconsin

[NOTARIAL SEAL]

My commission: Expires 12-6-98

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STATE OF WISCONSIN )  
                          ) SS.  
MILWAUKEE COUNTY )

On this 17th day of June, 1995, personally came before me, Ben A. Waco, the Assistant Secretary of Apple South, Inc. to me known to be the person who executed the foregoing instrument and acknowledged that he/she executed the foregoing instrument as such officer as the free act and deed of said corporation by its authority.

Ruth A. Thompson  
Name: Ruth A. Thompson  
Notary Public,  
Milwaukee County, Wisconsin

My commission: Expires 12/1/95

[NOTARIAL SEAL]

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62-10000-16



This instrument was drafted by and after recording should be returned to Larry J. Bonney, Foley & Lardner, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202-5367.

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EXHIBIT A  
ASSIGNMENT AND ASSUMPTION OF LEASE  
AGREEMENT

(Schaumburg)

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE SOUTH BOUNDARY LINE CONVERSE LANDS, SAID LINE BEING 25 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF EXISTING WOODFIELD ROAD, AND THE WESTERLY RIGHT-OF-WAY LINE OF F.A.I. 90; THENCE SOUTH 7 DEGREES 55 MINUTES 44 SECONDS WEST 1903.79 FEET ALONG LAST SAID WESTERLY LINE TO THE NORTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD AS DEDICATED; THENCE WESTERLY ALONG LAST SAID NORTHERLY LINE ON A CURVE CONVEX TO THE NORTH, HAVING A RADIUS OF 15,720.15 FEET, AN ARC DISTANCE OF 737.48 FEET TO A LINE 70 FEET EAST OF AND PARALLEL TO THE WEST LINE OF THE EAST HALF OF SAID SOUTHEAST QUARTER; THENCE NORTH 0 DEGREES 33 MINUTES 32 SECONDS EAST 382.01 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST 10.00 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 32 SECONDS EAST 20.94 FEET; THENCE NORTH 7 DEGREES 02 MINUTES 44 SECONDS EAST 354.08 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 32 SECONDS WEST 290.13 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST 10.00 FEET; THENCE NORTH 0 DEGREES 33 MINUTES 32 SECONDS EAST 378.94 FEET TO THE SOUTH BOUNDARY LINE OF SAID CONVERSE LANDS; THENCE SOUTH 83 DEGREES 21 MINUTES 46 SECONDS EAST 928.70 FEET ALONG LAST SAID SOUTH BOUNDARY LINE TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF HIGGINS ROAD, AS DEDICATED, AND THE WESTERLY RIGHT-OF-WAY LINE OF F.A.I. 90; THENCE NORTH 7 DEGREES 55 MINUTES 44 SECONDS EAST 151.94 FEET; THENCE NORTH 82 DEGREES 04 MINUTES 16 SECONDS WEST 102.67 FEET TO A PLACE OF BEGINNING; THENCE NORTH 86 DEGREES 23 MINUTES 31 SECONDS WEST 150.00 FEET; THENCE NORTH 3 DEGREES 56 MINUTES 29 SECONDS EAST 213.00 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 31 SECONDS EAST 150.00 FEET; THENCE SOUTH 3 DEGREES 36 MINUTES 29 SECONDS WEST 215.00 FEET; TO THE PLACE OF BEGINNING;

AND ALSO THEREFROM

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY LINE OF ROUTE F.A.I. 90 AND THE SOUTH BOUNDARY LINE OF THE CONVERSE LANDS, SAID LINE BEING 25 FEET SOUTH OF AND PARALLEL TO THE SOUTH RIGHT-OF-WAY LINE OF EXISTING WOODFIELD ROAD; THENCE NORTH 83 DEGREES 21 MINUTES 16 SECONDS WEST 295.12 FEET ALONG THE SOUTH BOUNDARY LINE OF SAID CONVERSE LANDS; THENCE SOUTH 6 DEGREES 38

MINUTES 14 SECONDS WEST 54.81 FEET TO A PLACE OF BEGINNING; THENCE SOUTH 41 DEGREES 32 MINUTES 33 SECONDS EAST 236.00 FEET; THENCE SOUTH 48 DEGREES 27 MINUTES 27 SECONDS WEST 155 FEET; THENCE NORTH 41 DEGREES 33 MINUTES 33 SECONDS WEST 236.00 FEET; THENCE NORTH 48 MINUTES 27 SECONDS EAST 155.00 FEET TO THE PLACE OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

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Tax Key Nos. 07-13-401-008  
07-13-401-006

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