

11-10-72 11:01 AM
10-1-72 11:01 AM

Prepared by and upon
recording return to:
G Roger Gielow, Esq
State Farm Life Insurance
Company
One State Farm Plaza
Bloomington, IL 61710
309-766-2302

ASSIGNMENT OF LEASES AND RENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation (hereinafter called "Assignor") hereby unconditionally and irrevocably TRANSFERS, ASSIGNS AND SETS OVER unto WASHINGTON JACK LIMITED PARTNERSHIP, an Illinois limited partnership (hereinafter called "Assignee"), whose address is c/o AmberJack, Ltd., One State Farm Plaza, E-10, Bloomington, Illinois 61710, all of the right, title and interest of Assignor (as successor in interest to Landlord, as hereinafter defined) in and to (I) that certain lease dated November 10, 1972 between LaSalle National Bank as Trustee under Trust Agreement dated January 5, 1972 and known as Trust No. 44300 ("Landlord") and Robert Hall, Village at Homewood, Inc. ("Tenant"), as thereafter amended and supplemented, for the premises outlined on the plot plan attached hereto as Exhibit "A" located on the Property (as hereinafter defined) in Homewood, Illinois, including all security deposits for such tenant situated in the leased space hereinabove described, (ii) any and all other written or oral leases with tenants presently occupying any portion of the property situated in Homewood, Illinois, and legally described on Exhibit "B" attached hereto (the "Property"), along with all security deposits thereunder, and (iii) all rents, profits, proceeds, income and revenues under the aforementioned leases or from the Property. The foregoing Assignment shall be deemed a full and absolute assignment.

Assignor hereby agrees to indemnify and hold Assignee harmless from sums Assignee may be required to pay as a result of claims, demands, actions or expenses arising from obligations of Landlord, including personal injury claims, under the terms of such leases and arising prior to the effective date of this assignment.

Assignee hereby agrees to indemnify and hold Assignor harmless from sums Assignee may be required to pay as a result of claims, demands, actions or expenses arising from obligations of Landlord, including personal injury claims, under the terms of such leases and arising subsequent to the effective date of this assignment.

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TO HAVE AND TO HOLD the above described leases, security deposits and rents, together with any and all the rights and appurtenances thereto in anywise belonging to the Assignor, unto the said Assignee, its successors and assigns forever, and the Assignor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said leases unto the said Assignee, its successor and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under it, but not otherwise.

EXECUTED this 19 day of September, 1997 at Bloomington, Illinois, but to be effective for all purposes as of January 17, 1996.

ASSIGNOR: STATE FARM LIFE INSURANCE COMPANY, an Illinois corporation

By: [Signature]
Its: Investment Officer

By: [Signature]
Its: Assistant Secretary

ASSIGNEE: WASHINGTON JACK LIMITED PARTNERSHIP, an Illinois limited partnership

By: AmberJack, Ltd., a corporation, its sole general partner

By: [Signature]
Its: Vice President

By: [Signature]
Its: Assistant Secretary

Cook County Clerk's Office

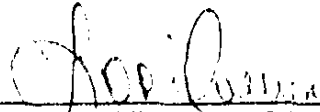
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UNOFFICIAL COPY

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

The foregoing instrument was acknowledge before me this 19th day of September, 1997, by William C. Gale and William J. Hess, the Investment Officer and Asst. Secretary, respectively, of State Farm Life Insurance Company, an Illinois Corporation, on behalf of the corporation.

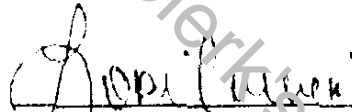


Notary Public, State of Illinois
My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF McLEAN)

"OFFICIAL SEAL"
Lori Collier
Notary Public, State of Illinois
My Commission Expires 7/9/99

The foregoing instrument was acknowledge before me this 19 day of September, 1997, by Earle B. Johnson, Jr. and G. Roger Gielman, the Vice President and Assistant Secretary, respectively, of AmberJack, Ltd., an Arizona Corporation, the sole general partner of Washington Jack Limited Partnership, an Illinois limited partnership, for and on behalf of the said limited partnership.



Notary Public, State of Illinois
My Commission Expires: _____

"OFFICIAL SEAL"
Lori Collier
Notary Public, State of Illinois
My Commission Expires 7/9/99

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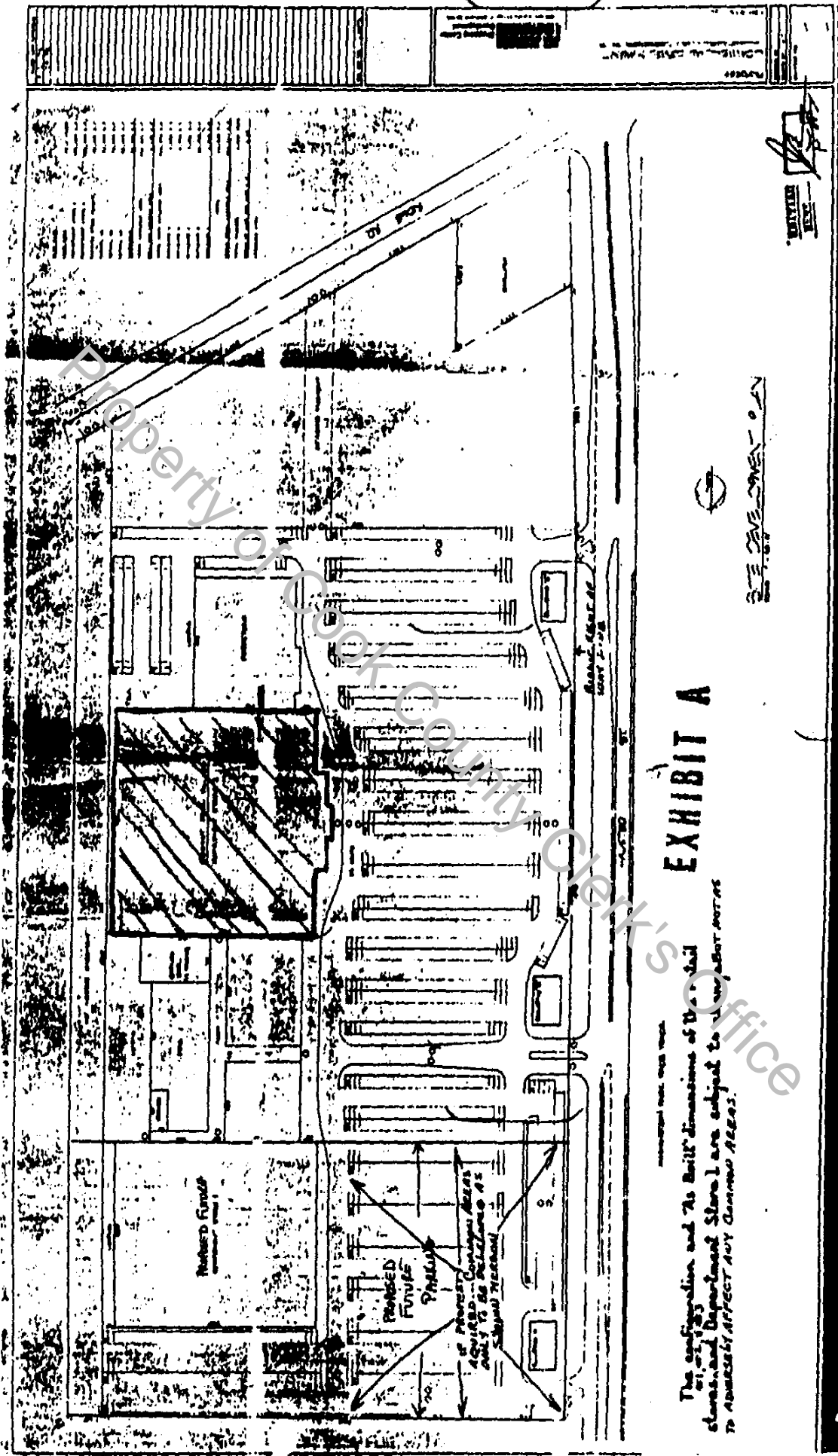


EXHIBIT A

The configuration and its built dimensions of the building elements and Department Store 1 are subject to change without notice to AFFECT ANY CURRENT AREAS.

SEE DEVELOPMENT PLAN

UNOFFICIAL COPY

EXHIBIT B

PARCEL 1:

THE NORTH 20.0 FEET OF THE WEST 870 FEET (EXCEPT THAT PART TAKEN FOR S. HALSTED STREET) OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 1350.0 FEET OF THE EAST 800.0 FEET OF THE WEST 870.0 FEET OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1.
THE SOUTH 1350.0 FEET OF THE EAST 70.0 FEET OF THE WEST 940.0 FEET OF THE NORTHWEST 1/4 OF SECTION 33, TOGETHER WITH THAT PART OF THE EAST 70.0 FEET OF THE WEST 940.0 FEET OF THE SOUTHWEST 1/4 OF SAID SECTION 33 LYING NORTH OF THE CENTER LINE OF RIDGE ROAD, ALL IN TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

EASEMENT FOR INGRESS AND EGRESS FOR THE BENEFIT OF PARCEL 1
THAT PART OF THE SOUTHWEST 1/4 OF SECTION 33, TOWNSHIP 36 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON NORTHERLY LINE OF RIDGE ROAD 617.15 FEET NORTHEASTERLY OF (MEASURED ON SAID NORTHERLY LINE) THE WEST LINE OF SAID SOUTHWEST 1/4; THENCE NORTHWESTERLY AT RIGHT ANGLES 209.16 FEET; THENCE NORTH PARALLEL AT THE WEST LINE OF SAID NORTHWEST 1/4 149.89 FEET; THENCE EAST PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST 1/4 50 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 137.30 FEET; THENCE SOUTHEASTERLY 196.87 FEET TO A POINT ON THE NORTHERLY LINE OF RIDGE ROAD 50 FEET NORTHEASTERLY OF THE PLACE OF BEGINNING; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY LINE OF RIDGE ROAD, 50 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBERS:

29-33-100-020
29-33-100-021
29-33-100-022
29-33-100-023

STREET ADDRESS:

17825 HALSTED
HOMERWOOD, ILLINOIS