

COOK COUNTY
RECORDER
EUGENE "GENE" MOORE
MARKHAM OFFICE



99977832



RETURN TO:

GLENN R. PATTERSON, ESQ.
ANDERSON & TAUBER, P.C.
9211 BROADWAY
MERRILLVILLE, IN 46410

ASSIGNMENT OF LEASE
(LANSING)

THIS ASSIGNMENT OF LEASE, made this day by and between *STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation* ("Assignor"), and *SVT, LLC, an Indiana limited liability company* ("Assignee"), with the consent and approval of Tilland Partnership.

RECITALS

1. Assignor is a party to those certain super market store leases for stores located in Lansing, Illinois, as described in detail on Schedule A hereto (the "Lease").
2. Assignor has agreed to assign all of its right, title and interest in the Lease to Assignee effective August 17, 1999.

THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby assigns to Assignee all of its rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Lease, effective August 17, 1999.
2. **ASSUMPTION.** Assignee hereby accepts the assignment described in Paragraph 1 and assumes all of Assignor's rights, interests, benefits, liabilities, agreements, covenants, duties and obligations under the Lease, effective August 17, 1999.
3. **CONSENT.** The landlord hereby gives its consent and approval to the assignment herein.
4. **GOVERNING LAW.** This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.
5. **SUCCESSORS AND ASSIGNS.** This Assignment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.
6. **CONDITION PRECEDENT.** Notwithstanding the execution and delivery of this Assignment by the parties, and the effective dates set forth herein, the obligations of the parties to this Assignment shall be effective only upon the transfer of certain assets from Assignor to Assignee. The recording of this Assignment in the Office of the Recorder of Cook County, Illinois, shall be conclusive evidence that this condition precedent has been fully satisfied.

IN WITNESS WHEREOF, Assignor, Assignee and the landlord have delivered this Assignment effective as of August 17, 1999.

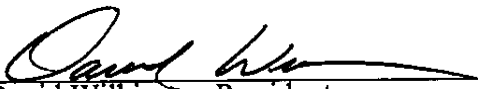
ASSIGNOR:

STRACK AND VAN TIL SUPER MARKET, INC.,
an Indiana corporation

By: 
David Wilkinson, President

ASSIGNEE:

SVT, LLC, an Indiana limited liability company

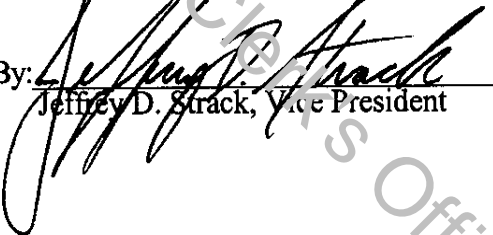
By: 
David Wilkinson, President

LANDLORD:

TILLAND PARTNERSHIP, an Indiana partnership,
By Van Til's Super Market, Inc., a Partner

By: 
Franklin D. Van Til, President

TILLAND PARTNERSHIP, an Indiana partnership,
By Griffland Center, Inc., a Partner

By: 
Jeffrey D. Strack, Vice President

Property of Cook County Clerk's Office

STATE OF INDIANA }
COUNTY OF LAKE } SS:

I, Glenn R. Patterson, a Notary Public in and for and residing in said County and State, do hereby certify that DAVID WILKINSON, as President of STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation, and as President of SVT, LLC, an Indiana limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation and said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 17th day of August, 1999.

Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2000

County of Residence:

Lake



STATE OF INDIANA }
COUNTY OF LAKE } SS:

I, Glenn R. Patterson, a Notary Public in and for and residing in said County and State, do hereby certify that FRANKLIN D. VAN TIL of VAN TIL'S SUPER MARKET, INC., an Indiana corporation, as a partner of TILLAND PARTNERSHIP, an Indiana partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 17th day of August, 1999.

Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2000

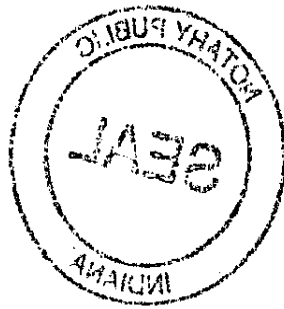
County of Residence:

Lake



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STATE OF INDIANA)
) SS:
COUNTY OF LAKE

I, Glenn R. Patterson, a Notary Public in and for and residing in said County and State, do hereby certify that JEFFREY D. STRACK of GRIFFLAND CENTER, INC., an Indiana corporation, as a partner of TILLAND PARTNERSHIP, an Indiana partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal the 17th day of August, 1999.

Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2000

County of Residence:

Lake

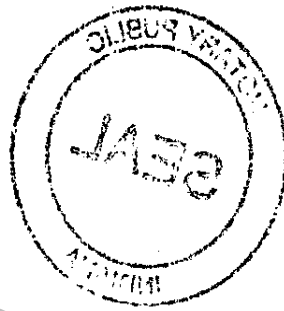


This instrument prepared by Glenn R. Patterson, Esq., Anderson & Tauber, P.C., 9211 Broadway, Merrillville, Indiana 46410

grplaw\svt\lansing lease assignment

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SCHEDULE A

The Lansing Lease:

Landlord: Tilland Partnership
 Tenant: Strack and Van Til Super Market, Inc.
 Date of Written Lease: December 5, 1985
 Street Address: 16831 Torrence Avenue, Lansing, Illinois 60438

Legal Description:

PARCEL 1: Lots 4 and 5, the Landings Planned Unit Development, a Subdivision of part of the Southwest 1/4 of Section 19, Township 36 North, Range 15 East of the Third Principal Meridian, in Cook County, Illinois according to the Plat thereof recorded on August 15, 1985, as Document 85,148.127.

PARCEL 2: Perpetual, nonexclusive easements for the purpose of parking; ingress and egress; and common utilities facilities as set forth in Declaration of Reciprocal Easements and Operating Covenants, dated July 31, 1985, recorded August 16, 1985 as Document 85,149,087 and as created by deed dated August 9, 1985, from Amalgamated Trust & Savings Bank as Trustee under Trust Agreement dated June 21, 1984 and known as Trust No. 4951 to John M. Zawalinski recorded August 16, 1985 as Document 85,149,095 over and across "Common Areas" as such is defined and limited in said Declaration and Deed.

PARCEL 3: A perpetual, nonexclusive easement for the purpose of drainage facilities as created by Agreement recorded August 16, 1985 as Document 85,149,085 over and across two fifteen foot wide parcels one running from the Northerly boundary of Parcel 2 aforesaid, extending to the Little Calumet River, and adjacent to Torrence Avenue and the other running, to the Little Calumet River from said Northerly boundary and adjacent to the Commonwealth Edison Right-of-Way which is Easterly of and adjoining to Parcels 1 and 2.

PARCEL 4: Perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress as created by Agreement recorded August 16, 1985 as Document No. 85,149,084 over and across the South 20 feet of Parcel B (as set forth therein in Exhibit I).

Office