

UNOFFICIAL COPY

Exoneration provision restricting any liability of Harris Trust and Savings Bank, stamped on the reverse side hereof, is hereby expressly made a part hereof.

331S109

LEASE ASSIGNMENT

Harris Trust and Savings Bank Trust No. 31408 dated January 23, 1964 ^{and not individually} (hereinafter called "Assignor"), for good and valuable consideration to Assignor in hand paid by Manufacturers Affiliated Trust Company, as Trustee under Trust Agreement dated September 21, 1960 and known as Trust No. 11524 (hereinafter called "Assignee"), the receipt and sufficiency of which is hereby acknowledged, has granted, conveyed, transferred and assigned, and by these presents does grant, convey, transfer and assign unto Assignee, its successors and assigns, all of Assignor's leasehold estate and rights, title and interest in, to and under the lease dated September 24, 1962 between The Exchange National Bank of Chicago, as Trustee, as Lessor, and The Great Atlantic and Pacific Tea Company, Inc., as Lessee, as amended and supplemented ^{by, among other things, a supplemental lease Agreement dated April 27, 1970} (hereinafter called the "Assigned Lease") for the premises located at 2620 South Lawndale, Chicago, Illinois and more particularly described on Exhibit "A" annexed hereto and made a part hereof.

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, said leasehold estate and all the aforesaid rights, title and interests of Assignor, for and during the term thereof.

This Assignment is made by Assignor without representation or warranty of any kind or nature and Assignor shall have no liability to Assignee for any claim, loss or damages arising out of the Assigned Lease whether now existing or hereafter arising.

The provisions of this Lease Assignment shall inure to the benefit of and bind both Assignor and Assignee and their respective successors and assigns.

This Lease Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, Assignor has caused this Lease Assignment to be executed the 4th day of October, 1990.

ASSIGNOR:

Harris Trust and Savings Bank Trust No. 31408 dated January 23, 1964

HARRIS TRUST AND SAVINGS BANK, as Trustee under its Trust No. 31408, and not individually

By [Signature] ASSISTANT VICE PRESIDENT - TRUST OFFICER

AEC2760A

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Legal description affects property on Certificate

236901 and other property

10/10/90

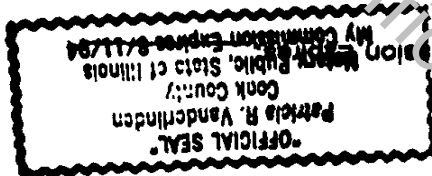
UNOFFICIAL COPY

LOTS 9 THROUGH 25 BOTH IN BLOCK 1 IN STIFEL'S
SUBDIVISION OF BLOCK 6 OF STEELE'S SUBDIVISION
OF THE SOUTH EAST 1/4 AND THE EAST 1/2 OF THE
SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 39 NORTH
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN
IN COOK COUNTY, ILLINOIS.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, representations, covenants, indemnities, undertakings and agreements herein made on the part of the Harris Trust and Savings Bank while in form purporting to be the warranties, representations, covenants, indemnities, undertakings and agreements of said Harris Trust and Savings Bank are nevertheless each and every one of them made and intended as personal warranties, representations, covenants, indemnities, undertakings and agreements by the Harris Trust and Savings Bank or for the purpose or with the intention of binding said Harris Trust and Savings Bank personally, but are made and intended solely for the purpose of binding that portion of the trust property specifically described herein, and the instrument is executed and delivered by said Harris Trust and Savings Bank not in its own right, but solely in the exercise of the powers conferred upon it by virtue of the land trust agreement, and that no personal liability or personal responsibility is assumed by, nor shall at any time be assumed or enforceable against the Harris Trust and Savings Bank on account of this instrument or on account of any warranties, representations, indemnities, covenants, undertakings or agreements in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the other parties to this instrument and by all persons claiming by, through, or under said parties. The parties to this instrument hereby acknowledge that under the terms of the land trust agreement the Harris Trust and Savings Bank has no obligations or duties in regard to the operation, management and control of the trust premises, nor does it have any possessory interest therein; and that said bank has no right to any of the rents, avails and proceeds from said trust premises. Notwithstanding anything in this instrument contained the Harris Trust and Savings Bank is not the agent for the Beneficiary of its trust, and in the event of any conflict between the provisions of this exculpatory paragraph and the body of this instrument, the provisions of this paragraph shall control.

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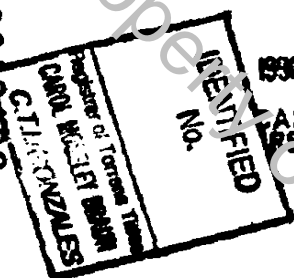
Patricia R. Vanderlin
Notary Public
(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK }
SS }
I, Patricia R. Vanderlin, a Notary Public in and for said State and County, do hereby certify that JAMES J. PERNER referred to as VICE PRESIDENT in the above instrument, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act in his capacity as Trustee, and for the purposes therein set forth.
Given under my hand and notorial seal this 1st day of October, 1992.

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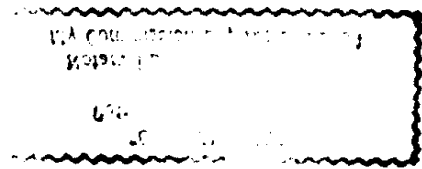


1990 OCT 10 PM 3 01
CAROL MOSELIN BRAUN
REGISTRAR OF TITLES

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N/S
K/L



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