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Store No.: EAG11
37th Avenue & Colorado,
Hobart, IN 46342

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment"), dated as of this 4th day of August, 1993, between OTR, an Ohio general partnership ("Assignor"), whose address is 275 East Broad Street, Columbus, Ohio 43215; acting as the duly authorized nominee and agent on behalf of the Board of THE STATE TEACHERS RETIREMENT SYSTEM OF OHIO, whose address is 275 East Broad Street, Columbus, Ohio 43215, and EXCEL MORTGAGE FUNDING CORPORATION, a Delaware corporation ("Assignee"), whose address is Suite 110, 16955 Via Del Campo, San Diego, California 92127.

RECITALS

A. Assignor is the lessor and Eagle Stores, Inc., an Indiana corporation, is the original lessee under a certain lease dated November 16, 1982 (the "Lease") of the real property and improvements described on Exhibit A, attached to this Assignment and incorporated herein by this reference (the "Property"). The Lease was recorded on January 23, 1983 as Instrument No. 695349 in the records of Lake County, Indiana. Lucky Stores, Inc., a Delaware corporation, successor in interest by operation of law to Eagle Stores, Inc., a California corporation, successor in interest by operation of law to Eagle Stores, Inc., assigned its right, title and interest as lessee in the Lease to Eagle Food Centers, L.P., a Delaware limited partnership, by virtue of a certain Assignment of Lease and Agreement dated November 10, 1987.

B. To induce Assignor to enter into the Lease, Lucky Stores, Inc., a California corporation, guaranteed the payment and performance of Eagle Stores, Inc.'s obligations as lessee under the Lease by virtue of a certain Guarantee dated November 16, 1982 (the "Guarantee").

C. Assignor is the owner of the Property.

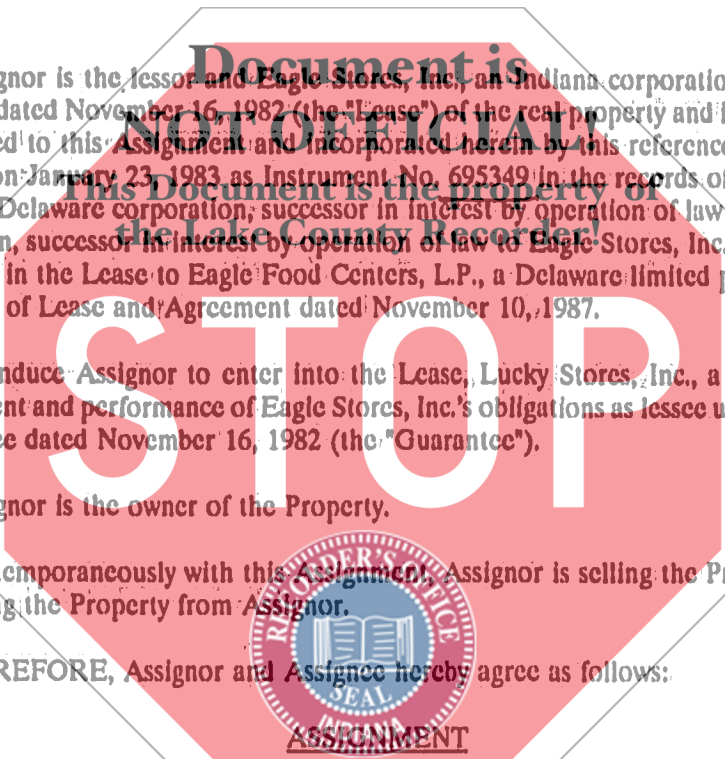
D. Contemporaneously with this Assignment, Assignor is selling the Property to Assignee and Assignee is purchasing the Property from Assignor.

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. FOR VALUE RECEIVED, Assignor hereby grants, transfers, and assigns to Assignee, its successors and assigns, all of Assignor's right, title, and interest in and to the Lease and the Guarantee, together with all right, power and authority of Assignor to alter, modify or change the terms of the Lease, or to surrender, cancel, or terminate the same, and together with all rents, income, and profits arising from the Lease after the date of this Assignment and from any renewals thereof, including, without limitation, any security and damage deposit described herein.

2. Assignor shall indemnify and hold harmless Assignee from and against any and all liability, costs, claims, demands, damages, or expenses, including, without limitation, attorneys' fees, arising out of or in connection with any facts or circumstances existing on or before the date of this Assignment.

3. Assignee shall indemnify and hold harmless Assignor from and against any and all liability, costs, claims, demands, damages, or expenses, including, without limitation, attorneys' fees and costs attributable to changes in the environmental status of the Property, arising out of or in connection with any facts or circumstances occurring after the date of this Assignment.



STATE OF INDIANA / S.S. NO. LAKE COUNTY FILED FOR RECORDING 13 12 5 PM '93 RECORDER

1300 by

4: By execution of this Assignment, Assignee shall assume and perform all obligations of Assignor, as lessor, contained in the Lease.

5. This Assignment shall be binding upon and inure to the benefit of the parties and their successors and assigns.

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

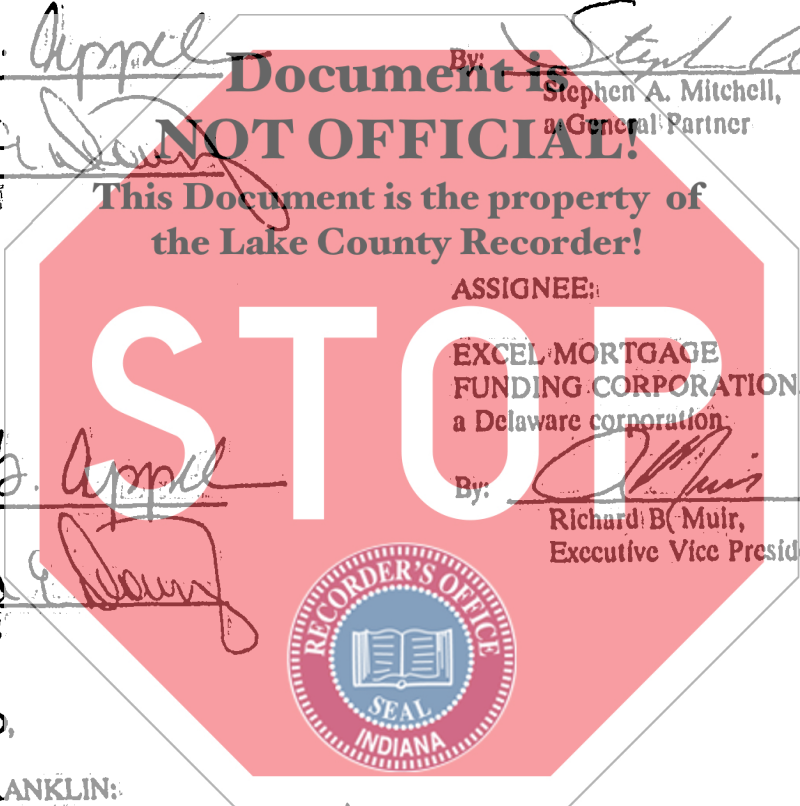
ASSIGNOR:

OTR, an Ohio general partnership, acting as the duly authorized nominee and agent of the Board of The State Teachers Retirement System of Ohio

Debra G. Appel
Debra G. Appel

By: *Stephen A. Mitchell*
Stephen A. Mitchell,
a General Partner

Janell E. Downing
Janell E. Downing



ASSIGNEE:

EXCEL MORTGAGE FUNDING CORPORATION, a Delaware corporation

Debra G. Appel
Debra G. Appel

By: *Richard B. Muir*
Richard B. Muir,
Executive Vice President

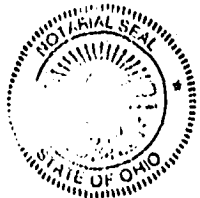
Janell E. Downing
Janell E. Downing

STATE OF OHIO,

COUNTY OF FRANKLIN:

BE IT REMEMBERED, that on this 4th day of August, 1993, before me, the subscriber, a Notary Public in and for said County and State, personally came the above-named OTR, an Ohio general partnership, acting as the duly authorized nominee and agent of the Board of The State Teachers Retirement System of Ohio, by Stephen A. Mitchell, a general partner, known to me and known to me to be the person who signed the foregoing instrument as such partner, who acknowledged to me that he signed the foregoing instrument as such partner, duly authorized by the partnership so to do, and that the signing of the same was the free act and deed of said general partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of my office, at Columbus, Ohio, on the day and year last above written.



JANELL E. DOWNING
Notary Public, State of Ohio
My Commission Expires 3/31/94

Janell E. Downing
Notary Public

STATE OF OHIO
COUNTY OF FRANKLIN:

BE IT REMEMBERED, that on this 24th day of August, 1993, before me, the subscriber, a Notary Public in and for said County and State, personally came the above-named EXCEL MORTGAGE FUNDING CORPORATION, a Delaware corporation, by Richard B. Muir, its Executive Vice President, known to me and known to me to be the person who signed the foregoing instrument as such officer, who acknowledged to me that he signed the foregoing instrument as such officer, duly authorized by the Board of Directors so to do, and that the signing of the same was the free act and deed of said corporation, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the official seal of my office, at Columbus, Ohio, on the day and year last above written.



JANELLE E. DOWNING
Notary Public, State of Ohio
My Commission Expires 3/31/94

Notary Public

Document is
NOT OFFICIAL!

This Document is the property of
the Lake County Recorder!

STOP



THIS INSTRUMENT PREPARED BY:

BENESCH, FRIEDLANDER, COPLAN & ARONOFF
88 East Broad Street, Suite 900
Columbus, Ohio 43215

EXHIBIT

LEGAL DESCRIPTION

PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 7, WEST OF THE SECOND PRINCIPAL MERIDIAN, IN LAKE COUNTY, INDIANA DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON ROD FOUND AT THE INTERSECTION OF THE NORTH LINE OF 38TH AVENUE AND THE EAST LINE OF COLORADO STREET;

THENCE NORTH 89°59'46" EAST (FORMERLY A RECORD DIRECTION OF "EAST"), ALONG SAID NORTH LINE, A DISTANCE OF 299.21 FEET TO AN IRON PIPE SET AT THE TRUE POINT OF BEGINNING;

THENCE NORTH 00°01'26" EAST A DISTANCE OF 124.50 FEET TO A P.K. NAIL SET;

THENCE NORTH 89°58'34" WEST A DISTANCE OF 46.00 FEET TO A P.K. NAIL SET;

THENCE NORTH 00°01'26" EAST, A DISTANCE OF 30.00 FEET TO A P.K. NAIL SET;

THENCE NORTH 89°58'34" EAST, A DISTANCE OF 25.0 FEET TO A CROSS CUT IN CONCRETE;

THENCE NORTH 00°01'26" EAST, A DISTANCE OF 207.21 FEET TO A P.K. NAIL SET;

THENCE NORTH 89°58'34" WEST, A DISTANCE OF 49.85 FEET TO A P.K. NAIL SET;

THENCE NORTH 00°01'26" EAST, A DISTANCE OF 216.85 FEET (FORMERLY A RECORD DISTANCE OF 217.00 FEET) TO AN IRON PIPE SET ON THE SOUTH LINE OF 37TH AVENUE;

THENCE SOUTH 89°58'34" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 276.00 FEET;

THENCE SOUTH 00°01'26" WEST, A DISTANCE OF 230.00 FEET TO A P.K. NAIL SET;

THENCE NORTH 89°58'34" WEST, A DISTANCE OF 67.15 FEET TO A P.K. NAIL SET;

THENCE SOUTH 00°01'26" WEST, A DISTANCE OF 368.49 FEET (FORMERLY A RECORD DISTANCE OF 368.66 FEET) TO A CROSS CUT IN A CONCRETE DRIVEWAY CURB ON THE NORTH LINE OF 38TH AVENUE;

THENCE SOUTH 89°59'46" WEST (FORMERLY A RECORD DIRECTION OF "WEST"), ALONG SAID NORTH LINE, A DISTANCE OF 138.00 FEET TO THE TRUE POINT OF BEGINNING, CONTAINING 2.70 SQUARE FEET OF AREA, ACCORDING TO A SURVEY BY JOHN A. BERRY, REGISTERED LAND SURVEYOR, LICENSE NO. 11000 OF LAKE COUNTY, INDIANA, FEBRUARY 23, 1905.

