

CLERK OF SUPERIOR COURT  
LAKE COUNTY  
REC'D

2007 DEC -6 AM 9:04

MICHAEL A. BROWN  
RECORDER

2007 095695

NCS-308430-417  
2-29-07  
2-29-07

**ASSIGNMENT AND ASSUMPTION OF GROUND LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF GROUND LEASE (the "Agreement") is made and entered into as of September 26, 2007, by and between BRADLEY ASSOCIATES PARTNERSHIP PROFIT SHARING PLAN & TRUST ("Assignor"), David Israel ("Israel"), of 540 Lake Cook Road, Suite 180, Deerfield, Illinois 60015, and Robert Brennan ("Brennan"), of 700 Commerce Drive, Suite 550, Oak Brook, Illinois 60523 (Israel and Brennan are collectively referred to herein as "Assignees").

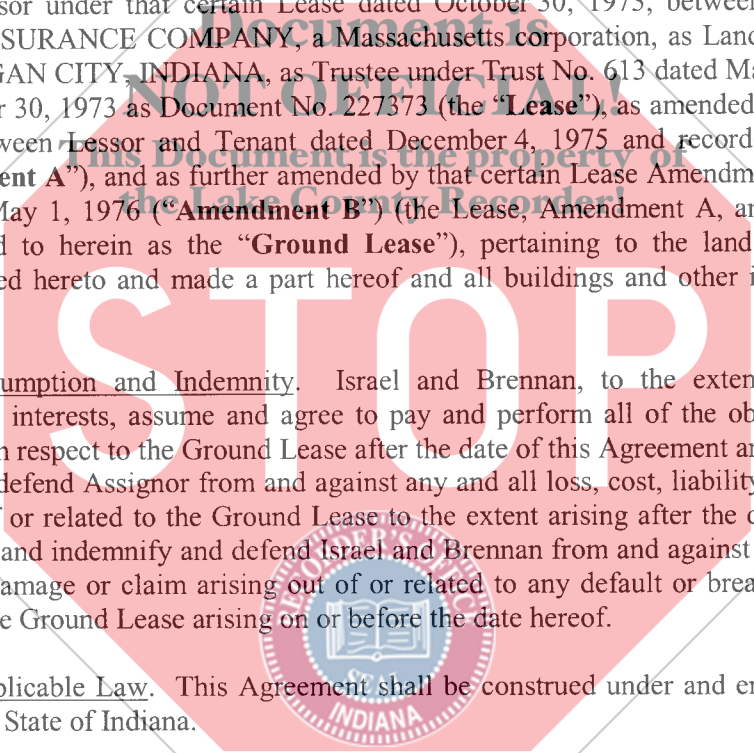
1. Assignment of Ground Lease. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Israel an undivided one-third interest, and Assignor hereby assigns to Brennan an undivided one-third interest, in Assignor's right, title and interest as Lessor under that certain Lease dated October 30, 1973, between JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a Massachusetts corporation, as Landlord, and CITIZENS BANK OF MICHIGAN CITY, INDIANA, as Trustee under Trust No. 613 dated May 5, 1971, as Tenant, recorded on October 30, 1973 as Document No. 227373 (the "Lease"), as amended by that certain Lease Amendment A between Lessor and Tenant dated December 4, 1975 and recorded as Document No. 331488 ("Amendment A"), and as further amended by that certain Lease Amendment B between Lessor and Tenant dated May 1, 1976 ("Amendment B") (the Lease, Amendment A, and Amendment B are collectively referred to herein as the "Ground Lease"), pertaining to the land legally described in **Exhibit "A"** attached hereto and made a part hereof and all buildings and other improvements located thereon.

2. Assumption and Indemnity. Israel and Brennan, to the extent of their respective undivided one-third interests, assume and agree to pay and perform all of the obligations of Assignor arising under or with respect to the Ground Lease after the date of this Agreement and shall hold harmless and indemnify and defend Assignor from and against any and all loss, cost, liability, expense, damage or claim arising out of or related to the Ground Lease to the extent arising after the date hereof. Assignor shall hold harmless and indemnify and defend Israel and Brennan from and against any and all loss, cost, liability, expense, damage or claim arising out of or related to any default or breach by Assignor of its obligations under the Ground Lease arising on or before the date hereof.

3. Applicable Law. This Agreement shall be construed under and enforced in accordance with the laws of the State of Indiana.

4. Binding. This Agreement and all of its terms and provisions shall be binding upon and inure to the benefit of Assignor and its successors and assigns, and Assignee and its successors and assigns.

5. Counterparts. This Agreement may be executed in any number of counterparts, each to be an original, but all of which shall constitute one instrument, and it shall be sufficient if any party hereto signs any such counterpart, so long as each of the parties hereto executes at least one such counterpart.

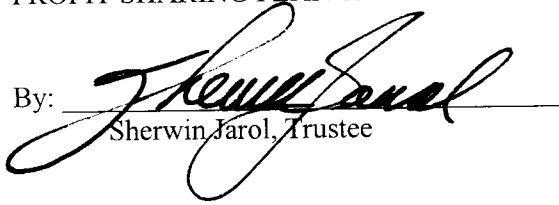


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IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first above written.

**ASSIGNOR:**

BRADLEY ASSOCIATES PARTNERSHIP  
PROFIT SHARING PLAN & TRUST

By:   
Sherwin Jarol, Trustee

**ASSIGNEES:**

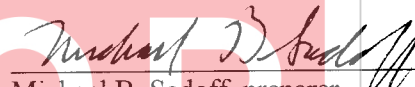
  
David Israel  
  
Robert Brennan

This instrument was prepared by and after recording return to:

Michael B. Sadoff  
Much Shelist  
191 N. Wacker Drive, Suite 1800  
Chicago, Illinois 60606

First American Title Insurance Company  
Attn: Hilda Barbosa  
30 N. LaSalle St, Suite 310  
Chicago, IL 60602

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.

  
Michael B. Sadoff, preparer

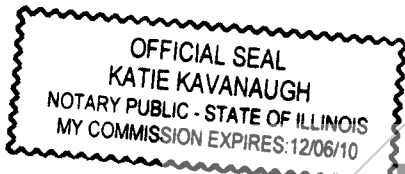


State of Illinois )  
 ) ss.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Sherwin Jarol, Trustee of the Bradley Associates Partnership Profit Sharing Plan & Trust**, 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 free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 20<sup>th</sup> day of SEPTEMBER, 2007.

SEAL



Katie Kavanaugh  
Notary Public

Katie Kavanaugh  
Print Name of Notary Public

My commission expires: 12-6-2010

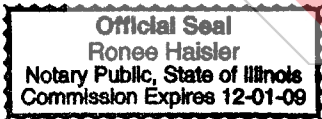


State of Illinois )  
 ) ss.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **David Israel**, 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 free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 9 day of October, 2007.

SEAL



Ronee Haisler  
Notary Public

Ronee Haisler  
Print Name of Notary Public

My commission expires: 12-01-09

State of Illinois )  
 ) ss.  
County of Cook )

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that **Robert Brennan**, 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 free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

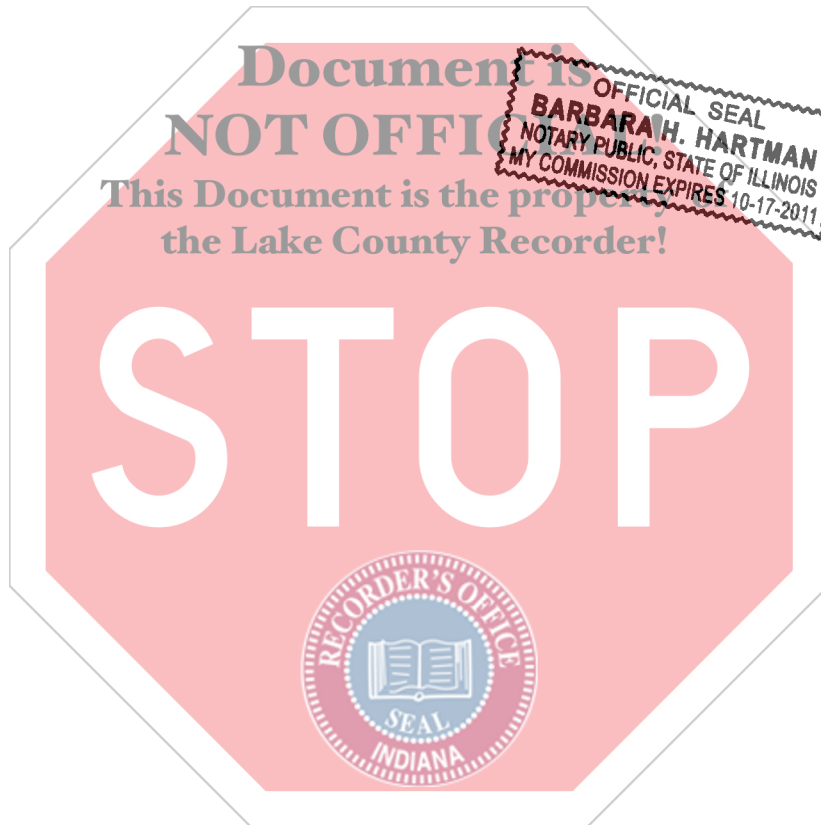
Given under my hand and official seal this 12<sup>th</sup> day of October, 2007.

SEAL

Barbara H. Hartman  
Notary Public

Barbara H. Hartman  
Print Name of Notary Public

My commission expires: 10.17.2011



**EXHIBIT A**

**Legal Description**

The North 838.68 feet of the Northeast quarter of the Northeast quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian, excepting the North 302.50 feet of the East 340.00 feet and the South 70.00 feet of the East 255.00 feet thereof, except the buildings, improvements and structures located thereon, all in Lake County, Indiana, and excepting therefrom:

**Parcel One:**

Commencing at the Northeast corner of said Section; thence West 375 feet along the North line of said Section; thence South 90 degrees a distance of 55 feet to the point of beginning; thence South 140 feet along the same line; thence West 90 degrees a distance of 150 feet; thence North 90 degrees a distance of 140 feet; thence East 90 degrees a distance of 150 feet to the point of beginning.

**Parcel Two:**

Commencing at the Northeast corner of said Section; thence South 603.68 feet along the East line of said Section; thence West 90 degrees a distance of 50 feet to the point of beginning; thence West 190 feet along the same line; thence South 90 degrees a distance of 120 feet; thence East 90 degrees a distance of 190 feet; thence North 90 degrees a distance of 120 feet to the point of beginning.

**Parcel Three:**

Commencing at the Northeast corner of the Northeast quarter of the Northeast quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; thence West 685 feet along the North line of said Section; thence South 90 degrees a distance of 55 feet to the point of beginning; thence South on the same line a distance of 130 feet; thence West 90 degrees a distance of 100 feet; thence North 90 degrees a distance of 130 feet; thence East 90 degrees a distance of 100 feet to the point of beginning.

**Parcel Four:**

Commencing at the Northeast corner of the Northeast quarter of the Northeast quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; thence South 347.50 feet along the East line of said section; thence West 90 degrees a distance of 50 feet to the point of beginning; thence West along the same line a distance of 125 feet; thence South 90 degrees a distance of 100 feet; thence East 90 degrees a distance of 125 feet; thence North 90 degrees a distance of 100 feet to the point of beginning.

