

NOT AN OFFICIAL DOCUMENT

FILED

Jun 28 2022 LM
JOHN E. PETALAS
LAKE COUNTY AUDITOR

2022-526429
06/28/2022 10:33 AM
TOTAL FEES: 25.00
BY: SP
PG #: 4

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This **ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT** (this "Agreement"), dated as of June 9th 2022 (the "Effective Date"), by and between Avicenna Academy, Inc., an Indiana corporation ("Assignor"), having an address at 9803 Colorado Street, Crown Point, IN 46307, and Northwest Indiana Islamic Center, Incorporated, an Indiana corporation ("Assignee"), having an address of 9803 Colorado Street, Crown Point, IN 46307.

RECITALS

WHEREAS, Assignor, is a party to that certain Ground Lease dated March 28, 2006 ("Lease"), relating to the premises commonly known as 9803 Colorado Street, Crown Point, IN 46307 (the "Leased Premises"), with Assignor, as Tenant under the Lease, and Northwest Indiana Islamic Center, Incorporated as Landlord under the Lease;

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title, and interest in and to the Lease as the Tenant under the Lease, and Assignee has agreed to accept the assumption of the Assignor's right, title and interest in and to the Lease, all upon and subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sum of Ten Dollars (\$10.00) paid by each of the parties to the other, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Agreement hereby agree as follows:

1) **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated by reference and made a part hereof.

2) **Assignment and Assumption.**

(A) Assignor does hereby assign, transfer and deliver unto Assignee, all of its right, title and interest in and to the Lease, to have and to hold the same unto Assignee, its successors and assigns, forever, subject to the terms, covenants, conditions and provisions of the Lease.

(B) Assignee does hereby acknowledge receipt of the Lease so delivered and does hereby (i) accept the within assignment; and (ii) assume the performance of all the terms, covenants, and conditions of the Lease to be performed by the Tenant under the Lease that are to be performed.

3) **Notices.** Any notice required or desired to be given under the Lease or this Agreement shall be in writing and delivered by registered or certified mail, return receipt requested, or by nationally-recognized overnight courier service to the Assignor at the address above and, if to Assignee to the address above.

4) **Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

FIDELITY NATIONAL TITLE
FNW2200463

SEE EXHIBIT A - LEGAL DESCRIPTION

No Sales Disclosure Needed
Jun 24 2022
By: TS
Office of the Lake County Assessor

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instrument. This Agreement may be signed in .PDF or similar electronic format, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

5) Miscellaneous. This Agreement shall inure to the benefit of Assignee and Assignor and their respective successors and assigns. This Agreement constitutes the entire agreement between the parties hereto as to the transactions contemplated hereby and supersedes all prior discussions, understandings or agreements between the parties hereto. This Agreement may not be modified, altered or amended, or its terms waived, except by an instrument in writing signed by Assignor and Assignee. In connection with any suit, action, or other proceeding, including arbitration, arising out of or in any manner relating to this Agreement, including, without limitation, (a) the enforcement or interpretation of any party's rights or obligations under this Agreement (whether in contract, tort, or both), or (b) the declaration of any rights or obligations under this Agreement, the successful or prevailing party, as determined by the court or arbitrator, shall be entitled to recover from the non-prevailing party, reasonable attorneys', paralegals', legal assistants', and law clerks' fees and disbursements and expert witness fees through and including all post-judgment and appellate levels. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of Indiana. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart herof, and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

[SIGNATURES ON FOLLOWING PAGE]

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EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 45-12-36-301-010.000-030

The North 327.5 feet of the South 1975.00 feet of the West half of the Southwest Quarter of Section 36, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

Property of Lake County Recorder

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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