

NOT AN OFFICIAL DOCUMENT

2023-514777
05/16/2023 03:07 PM
TOTAL FEES: 25.00
BY: JAS
PG #: 3

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
GINA PIMENTEL
RECORDER

ASSIGNMENT AND ASSUMPTION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that **Indiana Land Trust Company**, as Successor Trustee U/T/A Dated September 25, 1973, known as Trust 3131, ("Assignor"), hereby GRANTS, SELLS, CONVEYS, TRANSFERS, DELIVERS AND ASSIGNS to **Sonny Ahuja and Nagina Rani Ahuja**, as Trustees of the Ahuja Family Trust, dated September 25, 2003, as Revised and Restated on October 12, 2018, ("Assignee"), all right, title and interest as Lessor in and to the Lease Agreement by and between Assignor, as Lessor, and Burger King Company, LLC, as Lessee, originally dated May 1, 1974 between Mercantile National Bank of Indiana as Trustee U/T/A #3131, as Lessor, and 1201 Ridge Corporation, an Indiana Corporation, as Lessee, and recorded November 21, 1977 in Instrument No. 440439, as affected by Statement of Commencement of Lease Term dated May 20, 1988 and recorded June 7, 1988 in Instrument No. 981190; Ratification of Assignment of Leases dated April 7, 1989 and recorded August 22, 1989 in Instrument No. 053707; Third Amended Memorandum of Lease dated May 13, 1994 and recorded September 12, 1994 in Instrument No. 94063921 and Assignment and Assumption of Leaschold Estates Indiana, dated August 31, 2022 and recorded January 12, 2023 in Instrument No. 2023-501178 ("Lease") with respect to the following described real property and all improvements located thereon:

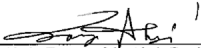
Lots 1, 2 and 3, Block 1, Ridge Crest Homes Addition in the Town of Griffith, as shown in Plat Book 25, Page 5, in Lake County, Indiana.

TO HAVE AND TO HOLD, all and singular, forever; and that Assignor has full power and authority to assign the Lease to Assignee. Parcel/tax # 45-07-26-228-001.000-006

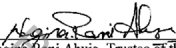
Assignee hereby agrees to assume Assignor's obligation under the Lease accruing on or after the date hereof and to be otherwise bound as Assignee of the Lease thereunder from and after the date hereof. Assignee hereby agrees to indemnify Assignor and hold Assignor harmless from any claims alleging the failure of Assignee to satisfy Assignor's obligations under the Lease accruing on or after the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment and Assumption Agreement on this 5th day of May, 2023.

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Sonny Ahuja, Trustee of the Ahuja Family Trust
Dated September 25, 2003, as Revised and
Restated on October 12, 2018



Nagina Rani Ahuja, Trustee of the Ahuja Family
Trust Dated September 25, 2003, as Revised and
Restated on October 12, 2018

ACKNOWLEDGEMENT BY NOTARY PUBLIC

A notary public or other officer completing this acknowledgement verifies only the identity of the individual who signed the document to which this acknowledgement is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On May 2nd 2023 before me, Frank Parisi Notary Public
NOTARY PUBLIC, personally appeared Sonny Ahuja and Nagina Rani Ahuja who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



My commission expires: 2/17/2027

Signature page for Assignee – Assignment and Assumption Agreement

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Vicky L. Bostick
Vicky L. Bostick, Trust Officer of Indiana Land Trust Company, Successor Trustee U/T/A
Dated September 25, 1973, known as Trust 3131

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

State of Indiana

County of Lake

The foregoing instrument was acknowledged before me this 5th day of May, 2023 by Vicky L. Bostick, Trust Officer on behalf of the Indiana Land Trust Company, Successor Trustee U/T/A Dated September 25, 1973, known as Trust 3131.

OLA MAE CAULEY-JOHNSON
Notary Public - Seal
Lake County - State of Indiana
Commission Number NP0719258
Commission Expires March 18, 2027

Ola Mae Cauley Johnson
Notary Public
Printed Name: Ola Mae Cauley Johnson
My Commission Expires: 3-18-2027

This document was prepared by: Vicky L. Bostick
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. Vicky L. Bostick