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Assignment and Assumption of Lease Agreement

TA-26612

In consideration of the payment of the purchase price (and for other good and valuable consideration paid, the receipt and sufficiency of which are hereby acknowledged) in connection with the sale of a certain parcel of land, together with the buildings and improvements thereon, located at 225 North 80th Street, Omaha, Nebraska, more particularly described in Exhibit A attached hereto (the "Property"), the undersigned NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, acting by and through COPLEY REAL ESTATE ADVISORS, INC., its Asset Manager and Advisor (the "Assignor"), hereby assigns to KATHERINE R. NAPLETON, TRUSTEE UNDER THE KATHERINE R. NAPLETON REVOCABLE SELF-DECLARATION OF TRUST dated October 1, 1992 (the "Assignee"), all of Assignor's right, title and interest in and to (i) that certain lease agreement between Assignor, as landlord, and General Motors Corporation, as tenant, dated December 14, 1955 together with all amendments and modifications thereto (collectively, the "Lease"), (ii) all deposits, if any, (including, without limitation, security deposits), advance rentals and other advance payments made thereunder (collectively, the "Deposits"), and (iii) all files in Assignor's possession, if any, relating to the Lease.

This assignment is made without recourse and without warranty or representation. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.

Assignee hereby accepts the foregoing assignment from Assignor and assumes and agrees to abide by and perform all of Assignor's obligations arising under or with respect to the Lease on or after the date on which the deed to the Property running from Assignor to Assignee is duly recorded with the land records office (the "Effective Date"), and to indemnify, defend and save harmless Assignor from any and all claims, liabilities, costs, damages and expenses arising on the Effective Date or at any time thereafter out of or with respect to the Lease and all Deposits (if any) assigned to Assignee hereunder.

Assignor hereby agrees to indemnify, defend and save harmless Assignee from any and all claims, liabilities, costs, damages and expenses which arose prior to the Effective Date out of or with respect to the Lease.

Prepared by Peter Friedenber
One Financial Center
Boston, Mass 02111

Box 16 Spence
TA-26612

After recording, mail to
David Sosin
11800 S. 75th Ave.
suite 300
Palos Heights, IL. 60463

Executed under seal the 28th day of December, 1992.

ASSIGNOR:

NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY
A Massachusetts Corporation

By: Copley Real Estate Advisors,
Inc., its Asset Manager and Advisor

By: 
Managing Director (title)

ATTEST:


Assistant Clerk Secretary

ASSIGNEE:

Katherine R. Napleton, as
Trustee under the Katherine
R. Napleton Revocable Self-
Declaration of Trust and not
Individually

Executed under seal the 29 day of Dec, 1992.

ASSIGNOR:

NEW ENGLAND MUTUAL LIFE INSURANCE
COMPANY
A Massachusetts Corporation

By: Copley Real Estate Advisors,
Inc., its Asset Manager and Advisor

By: _____
(title)

ATTEST:

Secretary

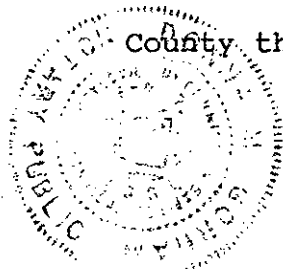
ASSIGNEE:

Katherine R. Napleton, as Trustee
Katherine R. Napleton, as
Trustee under the Katherine
R. Napleton Revocable Self-
Declaration of Trust and not
Individually

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this 24 day of December, 1992 before me, the undersigned, a Notary Public in and for said County, personally came William J. Salisbury Managing Director of COPLEY REAL ESTATE ADVISORS, INC., the Asset Manager and Advisor to NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, to me personally known to be a Managing Director and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial seal at Boston in said County the day and year last above written.



(Seal)

William J. Salisbury
Notary Public
My Commission Expires:
Feb. 7, 1997

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

On this ___ day of December, 1992 before me, the undersigned, a Notary Public in and for said County, personally came Katherine R. Napleton, Trustee as aforesaid, to me personally known, and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be her voluntary act and deed as such Trustee.

WITNESS my hand and Notarial seal at _____ in said County the day and year last above written.

(Seal)

Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS)
) SS
COUNTY OF SUFFOLK)

On this ___ day of December, 1992 before me, the undersigned, a Notary Public in and for said County, personally came _____ a _____ of COPLEY REAL ESTATE ADVISORS, INC., the Asset Manager and Advisor to NEW ENGLAND MUTUAL LIFE INSURANCE COMPANY, to me personally known to be a _____ and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be his/her voluntary act and deed as such officer and the voluntary act and deed of the said corporation, and that the corporate seal of the said corporation was thereto affixed by its authority.

WITNESS my hand and Notarial seal at Boston in said County the day and year last above written.

(Seal)

Notary Public
My Commission Expires:

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29 day of December, 1992 before me, the undersigned, a Notary Public in and for said County, personally came Katherine R. Napleton, Trustee as aforesaid, to me personally known, and the identical person whose name is affixed to the above conveyance, and acknowledged the execution thereof to be her voluntary act and deed as such Trustee.

WITNESS my hand and Notarial seal at _____ in said County the day and year last above written.

(Seal)

Kimberly A. Opasinski

Notary Public
My Commission Expires:

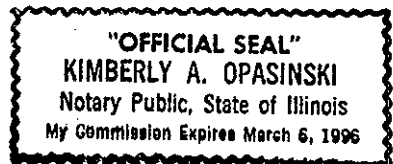


EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Common Address: 225 North 80th Street
Omaha, Nebraska

Square Footage of Building: 32,277
Lot Size: 3.1 Acres

Legal Description:

Lots five (5), six (6) and seven (7) and the following described Southwesterly part of Lot one (1), all in block one (1), in Tower Plaza, an Addition, as surveyed, platted and recorded; said Southwesterly part of Lot one (1), being more particularly bounded and described as follows, to wit:

Beginning at the Southwest corner of said Lot One (1), which point is also the Southeast corner of the aforesaid Lot Seven (7); and thence running East, along the South line of said Lot One (1), a distance of Six Hundred Twenty and Six Tenths (620.6) feet; and thence running North Twenty-five degrees and Two minutes West Two Hundred One (201) feet; and thence running North Eighty-five degrees and Fifty-five minutes West Four Hundred Fourteen and Nine Tenths (414.9) feet; and thence running Northwesterly Nine and Six Tenths (9.6) feet to the Northeast corner of the aforesaid Lot Five (5); and thence running Southwesterly along the Westerly line of said Lot one (1) Two Hundred Forty-three and Eight Tenths (243.8) feet to the aforesaid place of beginning.

Being the same premises conveyed to New England Mutual Life Insurance Company by deed of General Motors Corporation dated December 23, 1955, recorded _____ in Book 985, page 37, Douglas County, Nebraska, records.

34040# BK 1051 R 40-663
 TYPE ms PG 585-590 FB 49-38780
 FEE 32.00 OF meas LEGL PG 590 COMP Q SCAN MB
 FV 18

RECEIVED
 DEC 31 10 46 AM '92
 GEORGE L. BUELEWICZ
 REGISTER OF DEEDS
 DOUGLAS COUNTY, NE