

**Combination assignment, acceptance and consent.**

[Chicago Real Estate Board form]

Assignment by Lessee

For value received the undersigned, the lessee described in the within lease, does hereby assign all right, title and interest in and to the said lease to \_\_\_\_\_ and in consideration of the consent to this assignment by lessor, the lessee does hereby guarantee, during the term of this lease or of any holdover, the performance by assignee, his heirs, executors, administrators or assigns, of all covenants, agreements and conditions contained in said lease, on the part of lessee to be performed, including additional agreements of assignee. Nothing herein contained shall be held or construed to release the said lessee from any liability whatsoever under the said indenture, or from his covenants, agreements or obligations thereunder; but the said lessor may have such remedies against the said lessee, including the confession of judgment for money due, as by said lease is provided, in the same manner as if this assignment had not been made. The lessee, assignor herein, hereby waives all right to any and all notice of covenants or conditions broken by or of rent or money due from assignee, his heirs, executors, administrators or assigns, or of assignment made by him or them.

It is further agreed by this lessee, assignor herein, that the taking by lessor of any remedy as by confession of judgment against assignee shall not preclude lessor from the exercise of such remedy against him, the undersigned assignor, but lessor may have the same remedy against lessee, the said assignor and assignee at the same or different times, but lessor shall be limited to one satisfaction for any debts or obligations that may accrue under or by virtue of the said lease, or assignment thereof.

Witness the hand and seal of the undersigned assignor this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_.

\_\_\_\_\_  
[Seal]  
\_\_\_\_\_  
[Seal]

Acceptance by Lessee's Assignee

In consideration of the above assignment and the written consent of lessor thereto, the undersigned hereby assumes and agrees to make all payments, and to perform and keep all promises, covenants, conditions and agreements of the within lease by lessee to be made, kept and performed and further agrees that no further assignment or any subletting of the premises described in said lease, or any part thereof, will be made without the written consent of lessor first had and obtained.

It is further agreed that the taking by lessor of any remedy, as by confession of judgment against lessee shall not preclude lessor from the exercise of said remedy against this assignee, and lessor may have the same remedy against him, his heirs, executors, administrators or assigns simultaneously with that against lessee [and guarantor, if any], but lessor shall be limited to one satisfaction for any debts or obligations which may accrue under or by virtue of the said lease, or assignment thereof.

Assignee does hereby irrevocably constitute any attorney of any court of record in any state or of the United States, attorney for him and in his name, from time to time, to waive the issuance of process and service thereof, to waive trial by jury, to confess judgment in favor of lessor, his heirs, executors, administrators or assigns, and against this assignee, for the amount of rent which may be in default by virtue of the terms of said lease or of this acceptance of the assignment of said lease, together with the costs of such proceedings, and a reasonable sum, but at no time less than ten dollars, for plaintiff's attorney fees in or about the entry of said judgment, and for said purposes to file in said cause his cognovit thereof, and to make an agreement in said cognovit, or elsewhere, waiving and releasing all errors which may intervene in any such proceeding, and waiving and releasing all right of appeal and right to writ of error, and consenting to an immediate execution upon such judgment. If there be more than one assignee this warrant of attorney is given jointly and severally and shall authorize the entry of appearance of, waiver of issuance of process and trial by jury by, and confession of judgment against any one or more of such assignees, and shall authorize the performance of