
ASSIGNMENT OF LAND LEASE

THIS INDENTURE is made and entered into as of the _____ day of _____, 20____, by and between _____ of the County of _____, State of _____, GRANTORS, Parties of the First Part, and _____, of the County of _____, State of _____, GRANTEES, Parties of the Second Part.

WITNESSETH:

WHEREAS, _____, are Lessees under a certain Tan-Tar-A Estates Land Lease (the "Lease"), dated _____, wherein they leased from Tan-Tar-A Estates L.L.C., a Missouri limited liability company, as Lessor, a parcel of improved land situate within a tract of land in Camden County, Missouri, known as Tan-Tar-A Estate Lot No. _____, said parcel of improved land being more particularly described as follows, to-wit:

Tan-Tar-A Estate Lot No. _____

and,

WHEREAS, said Parties of the First Part desire to assign all of their right, title and interest in the Lease and the leasehold estate to the said Parties of the Second Part; and

WHEREAS, assignment of the Lease by the said Parties of the First Part is permitted pursuant to Paragraph _____, at Page _____ of said Land Lease Agreement, subject to the consent of the Lessor and all restrictions and conditions of said Lease; and

WHEREAS, the said Parties of the First Part have notified said Lessor of their intention to assign their interest in said Lease to Parties of the Second Part, and said Lessor has accepted said notice in full compliance with Paragraph _____ at Page _____ of said Lease, and is willing to consent to assignment on conditions provided by said Lease.

IT IS THEREFORE AGREED TO, BY AND BETWEEN PARTIES HERETO AS FOLLOWS:

1. Parties of the First Part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations to them paid by the said Parties of the Second Part, hereby assign all of their right, title and interest in and to said Lease, and the balance of the term thereby created, to the Parties of the Second Part, their heirs, and permitted assigns.

2. Parties of the Second Part, in consideration of the assignment of the Lease by the said Parties of the First Part, hereby agree for themselves, their heirs and permitted assigns, that they will faithfully perform, discharge and fulfill all of the Lessees' obligations and undertakings of Parties of the First Part under the Lease, and will pay to the Lessor, its successors, legal representatives, and assigns, all rent reserved under the Lease, as such rent may become due and payable, in the manner and form as Parties of the First Part obligated so to do by said Lease.

3. The said Parties of the Second Part hereby agree that they will make no further assignment or sublease of the Lease without the prior written consent of the Lessor as provided in the Lease Agreement.

4. The said Parties of the First Part hereby agree and recognize that this assignment of their interest under said Lease shall not operate to release said Parties of the First Part from their obligations and covenants to fulfill the conditions and agreements to be performed by them under said Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

PARTIES OF THE FIRST PART:

GRANTORS

PARTIES OF THE SECOND PART:

GRANTEES

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the said _____ further declared that they are husband and wife.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My term of office as a Notary Public will expire:_____

Notary Public

ACKNOWLEDGMENT

STATE OF)
) ss.
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed, and the said _____ further declared that they are husband and wife.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year last above written.

My term of office as a Notary Public will expire:_____

Notary Public