
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 _____, GRANTOR(S) (collectively, the “Party of the First Part”), and _____, of the County of _____, State of _____, GRANTEE(S) (collectively, the “Party of the Second Part”).

WITNESSETH:

WHEREAS, the said Party of the First Part is the Lessee under a certain Tan-Tar-A Estates Land Lease (the “Lease”), dated the _____ day of _____, _____, wherein said Party of the First Part leased from Tan-Tar-A Estates L.L.C., a Missouri limited liability company, as Lessor, a parcel of improved land situated within a tract of land in Camden County, Missouri, known as Tan-Tar-A Estate Lot # _____, said parcel of improved land being more particularly described as follows, to-wit:

Tan-Tar-A Estate Lot No. _____

{Insert Legal Description of Lot}

Subject to the Land Lease.

WHEREAS, a Memorandum of Lease was previously recorded in Book _____, at Page _____, in the public records of the Recorder of Deeds of Camden County, Missouri, and

WHEREAS, said Party of the First Part desires to assign all of _____ right, title and interest in the Lease and the leasehold estate to the said Party of the Second Part, and

WHEREAS, assignment of the Lease by the said Party of the First Part is permitted pursuant to Paragraph _____ of the Lease, subject to the consent of the Lessor, and

WHEREAS, the said Party of the First Part has notified the Lessor of _____ intention to assign _____ interest in the Lease to the said Party of the Second Part, and Lessor is willing to consent to such assignment upon the terms and conditions contained herein.

NOW, THEREFORE, the parties do hereby agree as follows:

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

2. The said Party of the Second Part, in consideration of the assignment of the Lease by the said Party of the First Part, hereby agrees that _____ will faithfully perform, discharge and fulfill all of the obligations and undertakings of the said Party of the First Part under the Lease, and will pay to the Lessor, its successors and assigns, all rent reserved under the Lease, as such rent may become due and payable, in the manner and form as the said Party of the First Part is obligated so to do by the Lease.

3. The said Party of the Second Part hereby agrees that it will make no further assignment or sublease of the Lease without the prior written consent of the Lessor, as provided in the Lease.

4. The said Party of the First Part agrees and recognizes that this assignment of _____ interest under the Lease shall not operate to release the said Party of the First Part from _____ obligations and covenants to fulfill the conditions and agreements to be performed by _____ under the Lease.

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

PARTY OF THE FIRST PART:

Name
GRANTOR

Name
GRANTOR

PARTY OF THE SECOND PART:

Name
GRANTEE

Name
GRANTEE

ACKNOWLEDGMENT

STATE OF)
) SS.
COUNTY OF)

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that _____executed the same as _____ free act and deed.

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 person(s) described in and who executed the foregoing instrument, and acknowledged that _____ executed the same as _____ free act and deed.

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