UNOFFICIAL COP 070004 89 001 Page 1 of

2000-09-11 15:02:03

Cook County Recorder

51.50



OHIO NATIONAL LIFE ASSURANCE CORPORATION, (Assignor)

to

SECURITY LIFE OF DENVER INSURANCE COMPANY (Assignee)

ASSIGNMENT OF LOAN DOCUMENTS

Dated: June 7, 2000

THIS INSTRUMENT WAS DRAFTED BY, AND UPON RECORDING SHOULD BE RETURNED TO: SECURITY LIFE OF DENVER INSURANCE COMPANY (PARTICIPATING COMPANY)

Return to: Security Life Of Denver Insurance Company

c/o ING Investment Management LLC 5780 Powers Ferry Road, NW, Suite 300

Atlanta, Georgia 30327-4349

Attention: Real Estate Legal Dept.

540 540 1140 THIS ASSIGNMENT OF LOAN DOCUMENTS ("Assignment") is made as of May 1, 2000, by Ohio National Life Assurance Corporation ("Assignor"), in favor of Security Life of Denver Insurance Company ("Assignee").

WITNESSETH:

- A. Assignor is the legal and equitable owner and holder of that certain Promissory Note dated September 14, 1998, made by Uptown National Bank of Chicago, as Trustee under Trust Agreement dated March 5, 1992 and known as Trust Number 92-101 ("Borrower"), in the original principal amount of \$830,000.00 (the "Note");
- B. Ascigner is also the legal and equitable owner and holder of certain instruments securing the Note, including, without limitation, the following:
 - (i) The Mortgage [Deed of Trust], Assignment of Leases and Rents, Security Agreement and Financing Statement (the "Mortgage") dated September 14, 1998, executed by Borrower in favor of Assignor, filed for record September 24, 1998, in the Office of the County Recorder (the "Recorder's Office") in and for Cook County (the "County"), as Document No. 98859038, encumbering certain improved real property (the "Mortgaged Property") site and in the County, as more particularly described on Exhibit 1 attached hereto and made a part hereof; and
 - (ii) The Assignment of Leases and Rents (the "Assignment of Leases") dated September 14, 1998, executed by Portower in favor of Assignor, filed for record September 24, 1998, in the Recorder's Office as Document No. 98859039.
- C. Assignor and Assignee desire that an undivided ninety percent (90%) interest in the Mortgage, the Assignment of Leases, the Note, the Environmental Indemnity Agreement executed by Borrower in favor of Assignor (the "Indemnity"), and all other documents executed in connection with the Loan (including, without limitation any guranties of the Loan, if any) (all such documents being collectively referred to herein as the "Loan Documents") be assigned to Assignee.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

- 1. Assignor does hereby sell, assign, grant, transfer, set over and convey to Assignee, its successors and assigns, without recourse, an undivided ninety percent (90%) interest in the Mortgage, the Assignment of Leases, the Note, the Indemnity and all other Loan Documents.
- 2. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

UNOFFICIAL COP\$P702400 Page 3 of

3. This Assignment shall be governed by and construed in accordance with the laws of the State in which the real property portion of the Mortgaged Property is located.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Loan Documents to be effective as of the day and year first above mentioned.

OHIO NATIONAL LIFE ASSURANCE CORPORATION

Attest:

By: Janjur 74 Fessie

Its: accordant to stay

State of Ohio

County of Hamilton

By: Weller De (SEAL)

Its: Vice President

I, MANCY J. HELD, a Notary Public in and for said County and State, do hereby certify that Michael D. Stohler, as Vice President and Joseph M. Fischer as Assistant Secretary of Ohio National Life Assurance Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively of said Corporation, appeared before me this day in personand acknowledged that they signed and delivered the foregoing said instrument as their own free and voluntary act of said Corporation for the uses and purposes therein set forth; and that said Assistant Secretary and there acknowledge that he, as custodian of the corporate seal of said Corporation to said insumment as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28 day of April, 2000.

My commission expires

NANCY J. HELD Notary Public, State of Ohio My Commission Expires June 3, 2001

EXHIBIT "A"

LEGAL DESCRIPTION:

PARCEL 1:

LOT 2 IN DE YOUNG'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 08, 1957 AS DOCUMENT 16821944, IN COOK COUNTY, ILLINOIS, ALSO (EXCEPTING THEREFROM THE EAST 6 FEET OF LOT 2 AS CONDEMNED IN CASE NUMBER 82L12148);

PARCEL 2:

THE HAST 1/2 OF THE HERETOFORE VACATED 16 FOOT PUBLIC ALLEY LYING WEST OF AND ADJOINING AFORESAID LOT 2 IN THE DE YOUNG'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

LOT 1 AND LOT 7 IN DE YOUNG'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 36 NORTH, RANGE (4) EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THERE OF PECORDED PEBRUARY 08, 1957 AS DOCUMENT. 16821944 (EXCEPTING FROM SAID LOT 1 THAT PART THEREOF DESCRIBED AS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1, THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 13 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE TO A POINT OF INTERSECTION WITH A LINE LYING 6 FEET WEST OF AND PARAMELL WITH THE EAST LINE OF SAID LOT 1, SAID POINT LYING 18 FEET SOUTH OF SAID NORTHEAST CORNER OF LOT 1 (AS MEASURED ALONG SAID EAST LINE OF LOT 1); THENCE SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 146.15 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF SAID LOT 1; THENCE EAST ALONG SAID SOUTH LINE A DISTANCE OF 6 FEET TO THE SOUTHBAST CORNER OF SAID LOT 1; THENCE NORTH ALONG SAID EAST LINE OF LOT 1 A DISTANCE OF 166.15 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS;

PARCEL 4:

THE HAST 1/2 OF THE HERETOFORE VACATED 16 FOOT PUBLIC LLLLY LYING WEST OF AND ADJOINING AFORESAID LOT 1 AND TOGETHER WITH THAT LART OF THE WEST 1/2 OF THE HERETOFORE VACATED 16 FOOT PUBLIC ALLEY LYING HAST OF AND ADJOINING AFORESAID LOT 7 IN DE YOUNG'S SUBDIVISION, IN COOK COUNTY, ILLINOIS.

Property Address: Park Plaza

16244 South Park Avenue, South Holland, Illinois

PIN: 29-22-106-011 and 29-22-106-012