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2000-01-19 11:41:34  
Cook County Recorder 27.00



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PREPARED BY AND  
UPON RECORDATION  
MAIL TO:  
Douglas E. Wambach  
Burke, Warren, MacKay  
& Serritella, P. C.  
330 N. Wabash  
22nd Floor  
Chicago, Illinois 60611

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement") dated as of December 1, 1999 is by and between 5800 DEVELOPMENT CORP., INC., an Illinois corporation ("Assignor") and Herman G. Weinberger, as Trustee of the Herman G. Weinberger 1991 Trust ("Assignee").

RECITALS

A. CLH Investment Company, L.L.C., an Illinois limited liability company ("CLH") executed an Installment Note ("Note") dated December 1, 1999 in the original principal amount of Seven Hundred Fifty Thousand and No/100 Dollars (\$750,000.00) in favor of Assignor secured by that certain Mortgage ("Mortgage") dated December 1, 1999, recorded in the Office of the Recorder of Deeds of Cook County, Illinois, on December 1, 1999 as document # 00045559, against the Premises more particularly described on Exhibit A, attached hereto.

B. Assignor desires to assign all of its rights, obligations, liabilities and interests in, to and under the Note and Mortgage to Assignee and Assignee desires to accept the assignment of the Note and the Mortgage.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns, transfers, conveys, sets over and delivers to Assignee and Assignee hereby accepts the assignment and transfer all of Assignor's rights, obligations, liabilities, and interests in, to and under the Note and the Mortgage to Assignee.

2. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision of this Agreement.

BOX 333

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3. Applicable Law. This Agreement shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Illinois, without regard to principles of conflicts of laws.

4. Binding Effect; Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and their successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

5. Counterparts. This Agreement may be executed in multiple counterparts and by facsimile signature, each of which shall be deemed to be an original, and all such counterparts shall constitute but one instrument.

6. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto, with respect to the transactions contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

ASSIGNOR:

5800 DEVELOPMENT CORP., INC.,  
an Illinois corporation

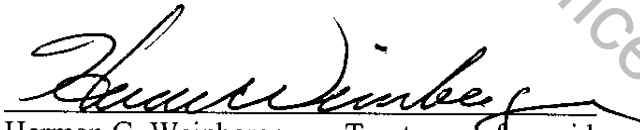
By: 

Name: John F. Weinberger

Its: President

ASSIGNEE:

Herman G. Weinberger 1991 Trust



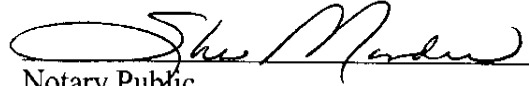
Herman G. Weinberger, as Trustee as aforesaid

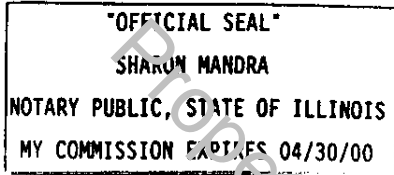
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STATE OF ILLINOIS     )  
                                  )ss  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me on this 1st day of December, 1999, by John F. Weinberger, the President of 5800 Development Corp., Inc., an Illinois corporation, who executed the foregoing Instrument on behalf of the Company and that he signed his name thereto.

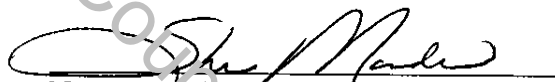
  
Notary Public

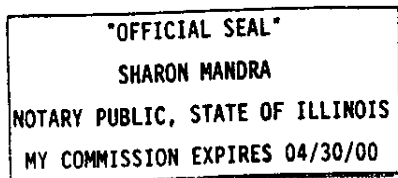


My Commission Expires: 4-30-00

STATE OF ILLINOIS     )  
                                  )ss  
COUNTY OF COOK     )

The foregoing instrument was acknowledged before me on this 1st day of December, 1999, by Herman G. Weinberger, as Trustee of the Herman G. Weinberger 1991 Trust, who signed his name thereto.

  
Notary Public



My Commission Expires: 4-30-00

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EXHIBIT A

## LEGAL DESCRIPTION

### PARCEL 1 AND 2

Lots 1 and 2 in LaGrange Gardens Homes, being a Subdivision of that part of the East 1337 feet of the Northwest 1/4, lying South of the South Line of the North 22 acres of the Southeast 1/4 of the Northwest 1/4 of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, also the East 180.0 feet of the Northwest 1/4 lying South of the South line of the North 22 acres of the Southeast 1/4 of the Northwest 1/4 (except the South 325.26 feet thereof) of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, all in Cook County, Illinois.

### PARCEL 3

The North One Hundred Fifty Feet (150 feet) of the East One hundred Eighty Feet (180 feet) of the Northwest Quarter (NW 1/4) lying South of the South line of the North Twenty Two (22) acres of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) of Section 16, Township 38 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Commonly known as: 5800 S. LaGrange Road, Countryside, Illinois

PI # 18-16-112-001  
18-16-112-002  
18-16-112-006  
18-16-112-007