

This instrument prepared /
by and after recording /
return to: /
William D. Provan /
American National Bank /
Division 504 /
120 S. LaSalle Street /
Chicago, IL 60603 /



ASSUMPTION AGREEMENT

THIS ASSUMPTION AGREEMENT ("Agreement"), is entered into this 28th day of October, 1999, by and among **American National Bank and Trust Company of Chicago, as Trustee Under Trust Agreement Dated May 18, 1979 and known as Trust Number 46537** (hereinafter referred to as "Borrower"); **Racine Associates, L.L.C.**, an Illinois limited liability company (hereinafter referred to as "Successor Borrower"); and **American National Bank and Trust Company of Chicago**, a national banking association (hereinafter referred to as "Lender").

RECITALS

WHEREAS, on June 26, 1979, Borrower executed in favor of Lender, a certain Trust Deed (the "Trust Deed") and an Assignment of Rents (the "Assignment") to secure payment to Lender of an Installment Note dated June 26, 1979, in the principal sum of ONE HUNDRED THIRTY TWO THOUSAND AND 00/100 DOLLARS (\$132,000.00) (the "Note"). Said Trust Deed and Assignment were subsequently recorded with the Cook County Recorder of Deeds on July 16, 1979 in Cook County, Illinois as Document Nos. 25052322 and 25052323, respectively, concerning real estate legally described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the Trust Deed, Assignment and Note are hereinafter sometimes collectively referred to as the "Loan Documents"; and

WHEREAS, Borrower and Successor Borrower have requested that Lender forbear from calling an Event of Default under the Loan Documents in exchange for Successor Borrower's agreement to formally assume all duties and obligations under said Loan Documents.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties state as follows:

Handwritten signature: SYES P/60 M/98

1. Borrower has transferred title to the property described in Exhibit "A" to Successor Borrower.
2. C.F.I. Partnership (as Beneficiary of Borrower) and the Successor Borrower wish the consent of Lender to such conveyance.
3. Borrower, for value received, does hereby assign and transfer unto the Successor Borrower all right, title and interest in and to all monies deposited for taxes with said Lender, its successors and assigns in accordance with the terms and provisions of said Trust Deed.
4. Lender does hereby consent to the conveyance of said transfer of title by Borrower to Successor Borrower in lieu of declaring a default under said Trust Deed.
5. Successor Borrower hereby agrees to be bound by the terms, conditions and provisions of the Loan Documents previously entered into between Borrower and the Lender, whether direct, indirect, contingent or otherwise;
6. Successor Borrower hereby assumes, ratifies and confirms all representations and warranties contained in the Loan Documents and in any and all other documents or agreements heretofore executed by Borrower.
7. This Agreement shall inure to the benefit of Lender's successors and assigns, and shall be binding upon Successor Borrower's executors, administrators, successors and assigns.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the day and year first above written.

**AGREED TO:
"BORROWER"**

American National Bank and Trust
Company of Chicago, as
Trustee Under Trust Agreement
Dated May 18, 1979 And Known As
Trust No. 46537

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

By: David Rosenfeld

DAVID S. ROSENFELD

Name: _____

ASSISTANT VICE PRESIDENT

Its: _____

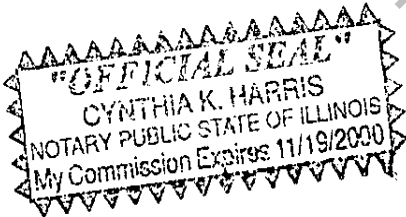
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STATE OF ILLINOIS }
 } SS
COUNTY OF COOK }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that DAVID S. ROSENFELD, as ASSISTANT VICE PRESIDENT of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 18, 1979, and known as Trust No. 46537, appeared before me this day in person and severally acknowledged that as such he/she signed and delivered the said instrument as of said Corporation pursuant to authority given by the Board of Directors of said Corporation as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 13 day of Decem, 1999.

Cynthia K. Harris
Notary Public



My Commission Expires: / /

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**AGREED TO:
"SUCCESSOR BORROWER"**

Racine Associates, L.L.C.

By: Comco, L.L.C.

By: Thomas E. Comforte

Name: THOMAS E. COMFORTE

Its: MEMBER

STATE OF ILLINOIS }
 } SS
COUNTY OF DuPage }

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that Thomas E. Comforte, personally known to me to be a Member/~~Manager~~ of **RACINE ASSOCIATES, L.L.C.**, an Illinois limited liability company, appeared before me this day in person and severally acknowledged that as a Member/~~Manager~~, he/~~she~~ signed and delivered the said instrument as a Member/~~Manager~~ of said limited liability company pursuant to authority given by the Members of said limited liability company as his/~~her~~ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 28th day of October, 1999.

Jane J. Young
Notary Public

*of Comco, L.L.C. the sole member

My Commission Expires: 9 / 20 / 2001

OFFICIAL SEAL
JANE J. YOUNG
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. SEPT. 20, 2001

ACCEPTED BY:
AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO

By: [Signature]

Name: William D. Proven

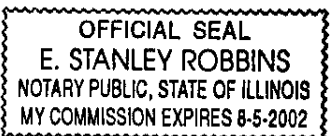
Its: 1st Vice President

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, **DO HEREBY CERTIFY**, that William D. Proven, as 1st Vice President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, appeared before me this day in person and acknowledged that as such _____ that he/she signed and delivered the said instrument as _____ of said Corporation pursuant to authority given by the Board of Directors of said Corporation as his/her free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of December, 1999.

[Signature]
Notary Public



My Commission Expires: 8/5/2002

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EXHIBIT "A"
TO
ASSUMPTION AGREEMENT
DATED October 28, 1999

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 29, 30, 31 AND 32 IN BLOCK 3 IN MAGIE AND HIGH'S ADDITION TO CHICAGO IN THE SOUTH WEST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 1/2 OF LOT 4 AND ALL OF LOTS 5 AND 6 IN BLOCK 10 IN CARPENTER'S ADDITION TO CHICAGO IN THE SOUTH EAST 1/4 OF SECTION 8, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOWN AS: 1200-1216 WEST FULTON, CHICAGO, ILLINOIS

PIN: 17-08-314-022, 17-08-314-023, 17-08-314-025, 17-08-314-026, 17-08-314-027