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Cook County Recorder 55.50

This Document Prepared by
and after Recording Return
to:

SPITZER, ADDIS, ET AL.
100 W. MONROE #1500
CHICAGO, ILLINOIS
60603

Attn: Jennifer Worstell, Esq.



0010889911

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ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES ("Assignment") is made and delivered as of this ___ day of August, 2001 by Chicago Title Land Trust Company, as Trustee under Trust No. 52076 dated May 3, 1968, and not individually ("Trustee No. 1"), Victor J. Cacciatore, Sr. ("Beneficiary No. 1"), Chicago Title Land Trust Company as Trustee under Trust No. 44551 dated June 8, 1962, and not individually ("Trustee No. 2"), Victor J. Cacciatore, Sr., Charlotte R. Cacciatore, Victor J. Cacciatore II as Trustee of The Cacciatore Children's Trust dated June 28, 1993, Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993, Peter C. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993, Mary Beth Serwinski, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000, Susan Lasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000 and Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000 (collectively "Beneficiary No. 2"), LaSalle Bank National Association, as Trustee under Trust No. 24378 dated June 9, 1980, and not individually ("Trustee No. 3"), and Victor J. Cacciatore, Sr. ("Beneficiary No. 3"), to and for the benefit of **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association, its successors and assigns ("Assignee"). Trustee No. 1, Trustee No. 2, Trustee No. 3, Beneficiary No. 1, Beneficiary No. 2 and Beneficiary No. 3 are collectively referred to herein as "Assignor."

RECITALS:

A. Assignee has agreed to loan to Hunter Line LLC, an Illinois limited liability company ("Borrower"), the principal amount of Twenty Million (\$20,000,000) Dollars ("Loan"). Borrower is executing a Promissory Note in the amount of \$20,000,000 of even date herewith (as the same may be amended, modified, replaced or restated from time to time, the "Note") payable to the order of Assignee to evidence the Loan.

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B. Trustee No. 1, Trustee No. 2 and Trustee No. 3 (collectively "Trustees"), hold fee simple title to the real estate commonly known respectively as 527-29 S. Wells, Chicago, Illinois, 521-25 and 549 S. Wells, Chicago, Illinois, and 11211 Cermak Road, Westchester, Illinois, each of which is described on Exhibit A attached hereto. Beneficiary No. 1, Beneficiary No. 2 and Beneficiary No. 3 (collectively "Beneficiaries") are the beneficiaries of the respective trusts owned by each Trustee.

C. A condition precedent to Assignee's making of the Loan to Borrower is the execution and delivery by Assignor of this Assignment.

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

1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Credit Agreement of even date herewith executed by Borrower ("Credit Agreement") and that certain Guaranty of Note, Credit Agreement, Collateral Assignments, Pledge Agreements and Other Undertakings ("Guaranty") executed by Victor J. Cacciatore, Sr. for the benefit of Assignee, along with other documents executed by Borrower, Guarantor and members and affiliates of Borrower, delivered to Assignee on even date herewith (collectively "Loan Documents").

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee all of the right, title and interest of Assignor in and to: (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the real estate legally described on Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. This Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Assignor when due of: (i) the indebtedness evidenced by the Note and any and all renewals, extensions, replacements, amendments, modifications and refinancings thereof; (ii) any and all other indebtedness and obligations that may be due and owing to Assignee by Assignor under or with respect to the Loan Documents; and (iii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

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(b) Observance and performance by Assignor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Assignor or any other obligor to or benefiting Assignee which are evidenced or secured by or otherwise provided in the Note, this Assignment or any of the other Loan Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to all aspects of such lease;

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not: (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and offsetting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease (as defined below), except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

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(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty (30) days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Loan Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent; provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

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(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee-in-possession or successor-in-title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty (30) days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of: (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Note, the Guaranty or the Loan Documents, or (b) any other Event of Default described in the Note, the Guaranty, or the Loan Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default,

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without further notice or demand on Assignor, without regard to the adequacy of the security for the obligations secured hereby, without releasing Assignor or any guarantor of the Note from any obligation, and with or without bringing any action or proceeding to foreclose any other lien or security interest granted by the Loan Documents:

(a) Declare the unpaid balance of the principal sum of the Note, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Default Rate and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with the laws of the State of Illinois and, unless otherwise specified in the Illinois Code, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the occurrence

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of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Default Rate and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein, and no exercise by Assignee of any of the rights set forth herein shall constitute or be construed as constituting Assignee a "mortgagee-in-possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Credit Agreement or Loan Documents.

10. **No Waiver**. Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Loan Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances**. Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

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12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as Assignor shall have paid the principal sum of the Note, together with all interest thereon, and shall have fully paid and performed all of the other obligations secured hereby and by the other Loan Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS: (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT, OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY

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THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. **Counterpart.** This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed and the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

TRUSTEE NO. 1:

Chicago Title Land Trust Company, as Trustee under Trust No. 52076 dated May 3, 1968, and not individually

By: Sheila Davenport
Its ASST. VICE PRESIDENT
Attest: [Signature]
Its Treas. Secretary



BENEFICIARY NO. 2:

[Signature]
Victor J. Cacciatore, Sr.

[Signature]
Charlotte R. Cacciatore

[Signature]
Mary Beth Serwinski, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

BENEFICIARY NO. 1:

[Signature]
Victor J. Cacciatore, Sr.

Susan Lasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

TRUSTEE NO. 2:

Chicago Title Land Trust Company as Trustee under Trust No. 44551 dated July 29, 1994, and not individually

By: Sheila Davenport
Its ASST. VICE PRESIDENT
Attest: [Signature]
Its Treas. Secretary



[Signature]
Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Victor J. Cacciatore II, Trustee of The Cacciatore Children's Trust dated June 28, 1993

[Signature]
Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993

[Signature]
Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993

Attached exoneration rider is incorporated herein

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**EXCULPATORY CLAUSE FOR
CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE**

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

20. Counterpart. This Agreement may be executed in any number of counterparts, each of which shall be effective only upon delivery and thereafter shall be deemed an original, and all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed and the same signature page. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon and may be attached to another counterpart of this Agreement identical in form hereto but having attached to it one or more additional signature pages.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment as of the day and year first above written.

TRUSTEE NO. 1:

Chicago Title Land Trust Company, as Trustee under Trust No. 52076 dated May 3, 1968, and not individually

By: _____
Its _____

Attest: _____
Its _____

BENEFICIARY NO. 1:

Victor J. Cacciatore, Sr.

TRUSTEE NO. 2:

Chicago Title Land Trust Company as Trustee under Trust No. 44551 dated July 29, 1994, and not individually

By: _____
Its _____

Attest: _____
Its _____

BENEFICIARY NO. 2:

[Signature]
Victor J. Cacciatore, Sr.

[Signature]
Charlotte R. Cacciatore

[Signature]
Mary Beth Serwinski, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Susan Lasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000

[Signature]
Victor J. Cacciatore II, Trustee of The Cacciatore Children's Trust dated June 28, 1993

[Signature]
Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993

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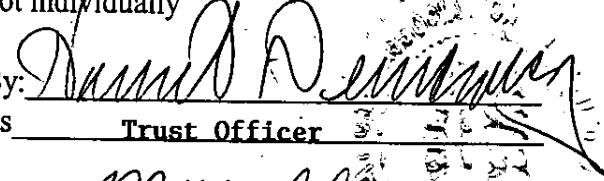
BENEFICIARY NO. 2 CONTINUED:

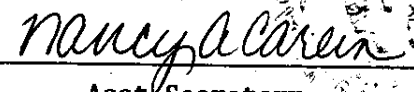


Peter C. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993

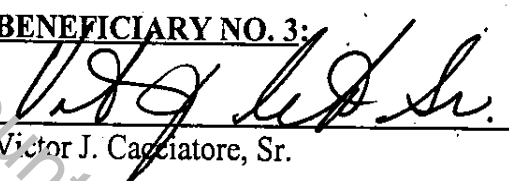
TRUSTEE NO. 3:

LaSalle Bank National Association, as Trustee under Trust No. 24378 dated June 9, 1980, and not individually

By: 
Its Trust Officer

Attest: 
Its Asst. Secretary

BENEFICIARY NO. 3:


Victor J. Cacciatore, Sr.

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 are 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.

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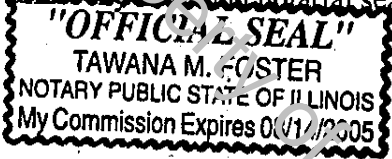
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Harriet Denisewicz and Nancy A. Carlin, Trust Officer and Asst Secretary, respectively, of LaSalle Bank National Association, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of September, 2001.



Tawana M. Foster
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Sheila Davenport and Karen Michel, ASST VICE PRESIDENT and Asst. Secretary, respectively, of Chicago Title Land Trust Company, and not individually, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trustee, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 20th day of Sept., 2001.



Lidia Marinca
Notary Public

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victor J. Cacciatore, Sr., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.



Romualda J. Kisting
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Charlotte R. Cacciatore, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.

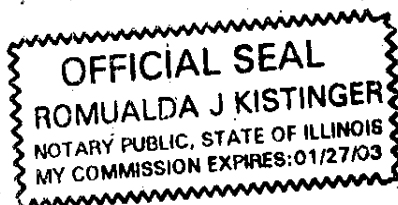


Romualda J. Kisting
Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Peter C. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.



Romualda J. Kisting
Notary Public

UNOFFICIAL COPY

Property of Cook County Clerk's Office

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Joseph P. Cacciatore, Trustee of The Cacciatore Children's Trust dated June 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.

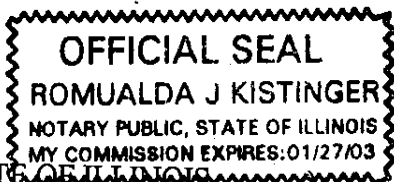


Romualda J. Kisting
Notary Public

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Victor J. Cacciatore II, Trustee of The Cacciatore Children's Trust dated June 28, 1993, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.

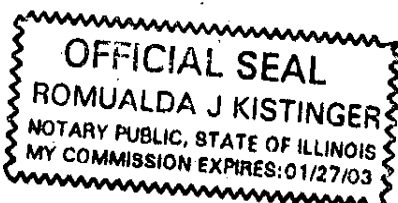


Romualda J. Kisting
Notary Public

STATE OF ILLINOIS)
)
) SS.
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Christopher P. Cacciatore, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.



Romualda J. Kisting
Notary Public

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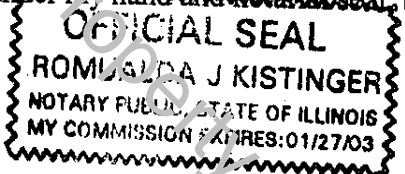
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Susan Vasek, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 21 day of August, 2001.



Romualda J. Kisting
Notary Public

STATE OF ILLINOIS)
) Ss.
COUNTY OF COOK)

I, Romualda J. Kisting, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Mary Beth Serwinski, Trustee of The Cacciatore Grandchildren's Trust dated December 24, 2000, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument as her own free and voluntary act, and as the free and voluntary act of said Trust, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 31 day of August, 2001.



Romualda J. Kisting
Notary Public

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EXHIBIT A

Legal Description of Premises

LOT 7 IN BLOCK 100 IN THE SCHOOL SECTION ADDITION TO CHICAGO IN SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 527-29 S. Wells, Chicago, Illinois
P.I.N.: 17-16-241-015

PARCEL 1:

THAT PART OF LOT 3 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF A LINE DRAWN FROM A POINT OF THE EAST LINE OF SAID LOT 3, A DISTANCE OF 4.75 FEET NORTH OF THE SOUTH EAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 7.25 FEET NORTH OF THE SOUTH WEST CORNER THEREOF.

PARCEL 2:

LOT 6 IN GEORGE MERRILL'S SUBDIVISION OF BLOCK 100 IN SCHOOL SECTION ADDITION TO CHICAGO IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 15 IN GEORGE W. MERRILL'S SUBDIVISION OF BLOCK 100 OF SCHOOL SECTION ADDITION IN SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 521-25 and 549 SOUTH WELLS, CHICAGO, ILLINOIS
P.I.N.: 17-16-241-062; 17-16-241-022

THE NORTH 305.0 FEET (EXCEPTING THEREFROM THE NORTH 231.0 FEET OF THE EAST 225.0 FEET) OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF THE NORTH EAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957 AS

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CASE NUMBER 57S11371 FOR ROAD WIDENING) IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS:

11211 Cermak Road, Westchester, Illinois

P.I.N.:

15-30-200-033-0000

15-30-200-033-0000

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