

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO

Marc Lichtman
Suite 1060
150 N. Wacker Drive
Chicago, IL 60606

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123 North Wacker Drive
Suite 575
Chicago, Illinois 60606



ASSIGNMENT AND AGREEMENT

Bank One, as successor by merger to First National Bank of Chicago, (the "Bank"), for and in consideration of the payment in hand of Ten and 00/100 Dollars and other good and valuable consideration, the receipt and sufficiency which hereby are acknowledged, hereby sells, assigns, conveys and otherwise transfers unto ~~Bank One~~ **INTELLIGENT INVESTMENTS, LTD, an Illinois Corporation*, (the "Assignee") all of its right, title and interest in and to a certain loan (the "Loan") from the Bank (as successor in interest to NBD Bank, N.A. and NBD Bank Evanston, N.A.) to ZIAUL A. SIDDIQUI and the documents and instruments (the "Loan Documents") evidencing and securing said loan, including, without limitation, the documents and instruments identified on Exhibit A appended to this Assignment and Agreement ("this Assignment").

The Bank represents and warrants that it owns the Loan and the Loan Documents; that it has not sold, assigned, conveyed or otherwise transferred any interest in or to the Loan or the Loan Documents; that it has full power and authority to execute and deliver this Assignment and that the person whose name is subscribed to this instrument has been duly and validly authorized to execute and deliver this Assignment. Except as set forth in the immediately preceding sentence and in that certain Assignment of Note and Allonge, dated of even date herewith, executed by the Bank to and in favor of Assignee, the Bank makes no representation or warranty whatsoever, whether written, oral, express or implied, regarding the Loan or the Loan Documents, all such representations and warranties being hereby disclaimed by the Bank.

IN WITNESS WHEREOF, the Bank has caused this Assignment to be executed as of the 24 day of ~~February~~ *March*, 2001.

BANK ONE

By: *Michael Gitterman*
Michael Gitterman
Its: *Vice President*

The undersigned hereby accept(s) the foregoing Assignment and acknowledge(s) the disclaimer of representations and warranties set forth therein. By accepting the foregoing Assignment, the undersigned hereby covenant(s) and agree(s) (a) that the Bank shall continue to be a beneficiary of any Environmental Certificate or similar instrument and any environmental

representations, warranties, indemnities or undertakings delivered to it related to the Loan or included in any Loan Documents and shall, without limitation of any rights or remedies of Assignee, have full right, power and authority to enforce the terms and provisions of said environmental certificate and Loan Documents against the other parties thereto and (b) that the Assignee shall indemnify, defend and hold harmless the Bank of, from and against any and all losses, costs, claims, damages, liabilities and other obligations (including, without limitation, attorneys' fees) arising from, out of or in connection with the actual or alleged acts or omissions of Assignee arising from and after the date of this Assignment.

As a material inducement to the Bank to sell the Loan and the Loan Documents to the Assignee, the undersigned further acknowledge(s) and confirm(s) to the Bank as follows:

- (1) the undersigned have made their own independent investigation and review of the value, validity, enforceability and collectability of the Loan and the Loan Documents and have not and are not relying upon any representation, warranty, indemnity or other statement by the Bank, whether written, oral, express or implied, with respect thereto, except as may be expressly set forth in the foregoing assignment and said Assignment of Note and Allonge;
- (2) as of the date hereof, the Loan and the Loan Documents are in default and the collection of any or all of the amounts owing thereunder, whether now due and payable or hereafter to become due and payable, may be impossible;
- (3) the undersigned are acquiring the Loan and the Loan Documents for the purpose of investment and not with a view to the resale or other distribution thereof and have no present intention of selling, negotiating or otherwise disposing of the Note; and
- (4) the undersigned recognizes that the Loan which is the subject of this Assignment is in and for some time has been in default for both economic and non-economic reasons;
- (5) the undersigned further recognizes that there is one or more pending lawsuits affecting the property which is the subject of the Loan alleging various code and other violations; and
- (6) the undersigned agrees that the Bank has made no representations or warranties to the undersigned regarding the occupancy, physical or other condition of the property which is the subject of the Loan and that the undersigned has made it own investigation and review of same and is relying upon that investigation and not relying upon any representation, warranty, indemnity or other statement by the Bank, whether written, oral, express or implies, with respect thereto in entering into this Assignment.

Dated this 14~~th~~ day of March, 2001

Assignee:

X Yefim Bratkowski
Yefim Bratkowski, vice President of Intelligent Investments, LLC

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Dori M. Anderson, a Notary in and for the County and State aforesaid, do hereby certify that Michael Gitterman of Bank One, who is 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 the Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of March, 2001.

Dori M. Anderson
Notary Public



STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Igor Blumin, a Notary Public in and for the County and State aforesaid, do hereby certify that _____, who is 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 14 day of March, 2001

Igor Blumin
Notary Public

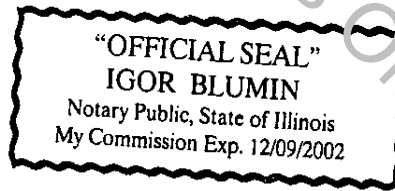


EXHIBIT A TO ASSIGNMENT AND AGREEMENT

Note dated July 25, 1990, payable to the order of Mortgagee, in the principal amount of ONE HUNDRED EIGHTY EIGHT THOUSAND DOLLARS (\$188,000.00) ("Note"), and in connection therewith:

- (1) Mortgage of even date with the Note, recorded in the office of the Recorder of Deeds of Cook County, Illinois on July 26, 1990 ("Recorder's Office") as Document Number 90361106,
- (2) Collateral Assignment of Leases and Rents of even date with the Note, recorded in the Recorder's Office on August 29, 1990 as Document Number 90421171; and
- (3) Modification Agreement dated October 22, 1992 recorded in the Recorder's Office on November 4, 1992 as Document Number 92823367 and
- (4) Second Note and Mortgage Modification and Extension Agreement dated March 25, 1996 and recorded in the Recorder's Office as Document Number 96305933.

Note dated April 4, 1991 payable to the order of Mortgagee in the principal amount of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) (the "Second Mortgage Note") and in connection therewith:

- (1) Mortgage of even date with the Second Mortgage Note and recorded in the Recorder's Office on April 12, 1991 as Document Number 91166913 ("Second Mortgage").

EXHIBIT B TO ASSIGNMENT AND AGREEMENT

LEGAL DESCRIPTION

THE EAST 80 FEET OF THE WEST 200 FEET OF LOTS 12 AND 13 IN FREDERICK H. BARTLETT'S FULLERTON AVENUE FARMS OF THE NORTH HALF OF THE NORTHWEST QUARTER (EXCEPT THE EAST 20 ACRES AND EXCEPT THE EAST 3 ACRES OF THE SOUTH HALF OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER) OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

10355 LYNDAL E, MELROSE PARK, IL

PIN: 12-33-112-016

Property of Cook County Clerk's Office