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Eugene "Gene" Moore Fee: \$33.30 Cook County Recorder of Deeds Date: 06/16/2003 12:57 PM Pg: 1 of 8

Prepared By-Mail To:
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Classic 60610
But Miceli:

617 4287137 415

ASSIGNMENT OF AGREEMENT OF LEASE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, LaSalle Bink National Association as Successor to American National Bank and Trust Company of Chicago, not individually but solely as Trustee under a Trust Agreement dated June 1, 1983 and known as Trust No. 57971 (hereinafter "Assignor") hereby grants, conveys, sets over and assigns to Woodlawn Community Development Corporation, an Illinois not for profit corporation (hereinafter "Assignee"), all of its right, title and interest in and to that certain Agreement of Lease entered into by and between Jackson Park Terrace Development Association, an Illinois not for profit corporation, and The University of Chicago, an Illinois not for profit corporation, dated January 18, 1973 and recorded February 14, 1973 as Document 22221347 and filed February 14, 1973 as Document LR2675250, and subsequently assigned by Jackson Park Terrace Development Association to Assignor pursuant to that certain Assignment of Agreement of Lease, dated September 1, 1983, and recorded December 30, 1983 as Document 26914206 demising and leasing to Assignor the real property described in Exhibit A (the "Property") attached nevero and made a part hereof.

This Assignment of Agreement of Lease is made on the following terms and conditions and the parties hereto hereby covenant and agree as follows:

- 1. Assignor hereby warrants and represents that, to Assignor's knowledge, it has the sole and absolute right to the Agreement of Lease, free and clear of all liens, claims and encumbrances except as set forth on Exhibit B attached hereto.
- 2. Assignor hereby warrants and represents that it has made no prior assignment of its rights in the Agreement of Lease, except as disclosed on Exhibit B, and will make no further assignments of its rights in the Agreement of Lease.

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- 3. Assignor hereby warrants and represents, to the best of Assignor's knowledge the Agreement of Lease is in full force and effect and that no default, currently or with the passage of time, exists thereunder.
- 4. Subject to the provisions of Paragraph 6 hereof, Assignee hereby assumes all of Assignor's obligations and liabilities under the Agreement of Lease, whether heretofore or hereafter accruing.
 - 5. Intentionally Omitted.
- 6. It is Assignment of Agreement of Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. This Assignment of Agreement of Lease shall in no way limit, alter, or impair any rights of The University of Chicago in the Agreement of Lease and consent to the within

Assignment shall not be construed as a waiver of the requirement of The University of Chicago's consent to the future assignment of the Agreement of Lease.

Association as Successor to American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein shall be construed as creating any liability on Lasalle Bank National Association as successor to American National Bank and Trust Company of Chicago personally to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and so far as LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, not personally, but as Trustee as aforesaid, is concerned, the legal holder or holders and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payners thereof, by the enforcement of the lien hereby created, in the manner herein and in or by action to enforce the personal liability of the guarantor, if any.

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| IN WITNESS WH this /2 day of \(\sqrt{\text{UN}} \) | EREOF, this Assignment of Agreement of Lease, has been executed, 2003. |
|---|---|
| | LASALLE BANK NATIONAL ASSOCIATION AS SUCCESSOR TO AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee as aforesaid |
| Allestation not required by insolie Bank National Asse Bylaws | By: Acres J. Know Its: MCE PRESIDENT |
| Attest, Secretary | This instrument is executed by the undersigned Land Trustee, act personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It expressly understood and agreed that all the warranties, lamnities, representations, covenants, undertakings and reements herein made on the part of the Trustee are contaken by it solely in its capacity as Trustee are not contaken by it solely in its capacity as Trustee are not command 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 occurrent |
| | Woodlawn Community Development |
| | Corporation, an Illinois not fee profit corporation |
| | By: Dane 722 Its: residence |

Attest, Secretary

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| | STATE OF ILLINOIS) |
|----|--|
| |) SS |
| | COUNTY OF COOK) |
| sh | On this //t day of |
| | therein set forth. "OFFICIAL SEAL" William A. Miceli Notary Public, State of Illinois My Commission Exp. 04/29/2007 My Commission Exp. 04/29/2007 Cook County, Illinois |
| | My Commission Expires: |
| | C/OPFICO |

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|) SS |
|---|
| COUNTY OF COOK) |
| On this 12 day of, 2003, I do hereby certify that the above named Vice-President of LaSalle Bank National Association as successor to American National Bank and Trust Company of Chicago, a national banking association, and, Assistant Secretary of said national banking association, 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, appeared before me this day in person and acknowledged that the signed and delivered the said instrument as the free and voluntary act of said national banking association, as Trustee, for the uses and purposes therein set forth; and the said Assistant Secretary did also then and the said Assistant Secretary did also then and the said Assistant Secretary did also then and |
| there acknowledge that he, as custodian of the corporate seal of said national banking association, did affix the said corporate seal of said national banking association to said |
| instrument as his own free and voluntary act, and as the free and voluntary act of said national |
| banking association, as Trustop, for the uses and purposes therein set forth. |
| Given under my hand and Note rial Seal this 12 day of \sqrt{VVK} , 2003. |
| Mattheway |
| Notary Public in and for |
| Cock County, Illinois |
| |
| My Commission Expires: "OFFICIAL SFAL" MATTHEW CARROLL NOTARY PUBLIC STATE OF ILL NOIS My Commission Expires 08/21/200 |
| |

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EXHIBIT A

LEGAL DESCRIPTION

ASSIGNMENTS

PARCEL 1:

THE NORTH 10 FEET OF LOT 12 AND ALL OF LOTS 13 TO 19, LOT 20 (EXCEPT THE NORTH 40 FEET THEREOF) AND (EXCEPT THE SOUTH 16 FEET OF THE NORTH 56 LEET OF THE WEST 5 FEET OF SAID LOT 20), LOT 21 (EXCEPT THE NORTH 40 FEFT THEREOF) AND ALL OF LOTS 22 TO 29 INCLUSIVE IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD.

LOTS 1, 2, 3, 4, AND 5 (EXCEPT THE WEST 40 FEET OF SAID LOT 5) IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, 'OWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE SOUTH 20 A CRES THEREOF).

LOTS 1, 2, 3, AND 4 IN THE RESUBDIVISION OF THE WEST 40 FEET OF LOT 5 AND THE EAST 34 FEET OF LOT 6 IN NELSON AND PENNETT'S SUBDIVISION AFORESAID, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 3 AND 4 (EXCEPT THE EAST 5 FEET OF THE NORTH 56 FEET OF SAID LOT 3) IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF THE ILLINOIS CENTRAL RAIL POAD IN COOK COUNTY, ILLINOIS.

PARCEL 2-A:

LOT 12 (EXCEPT THE NORTH 10 FEET THEREOF) IN JACKSON PARK, A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EASTERLY LINE OF THE RIGHT OF WAY OF THE ILLINOIS CENTRAL RAILROAD (BEING 55 ½ FEET BY 159), IN COOK COUNTY, ILLINOIS.

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PARCEL 3:

LOTS 7, 8, 9, 10 AND 11 JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

LOTS 8, 9 AND THE EAST ½ OF LOT 10 AND ALL OF LOTS 11 AND 12 IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PK!NCIPAL MERIDIAN, LYING EAST OF THE ILLINOIS CENTRAL RAILROAD (EXCEPT THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

PARCEL 4:

LOTS 5 AND 6 IN JACKSON PARK, BEING A SUBDIVISION OF THAT PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 14, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE RAILROAD RIGHT OF WAY, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE WEST ½ OF LOT 10 IN NELSON AND BENNETT'S SUBDIVISION OF THAT PART OF THE SOUTHEAST ¼ OF THE SOUTHEAST ¼, LYING EAST OF THE RAILROAD OF SECTION 14, TOWNSHIP 38 NOVEH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 20 ACRES THEREOF), IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

Exceptions A, B, C, G, N, D, E, F, H, I, J, L, M, O, S, U, Y, Q, of that certain Title Commitment issued by Greater Illinois Title Insurance Company on November 20, 2002 as Commitment No. 004287137.

