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Eugene "Gene" Moore Fee: \$40.50
Cook County Recorder of Deeds
Date: 08/13/2003 02:37 PM Pg: 1 of 9

Prepared by:

Sidney M. Levine, Esq.
Cohen Grossman & Rosenson, LLC
233 N. Michigan Ave., Suite 1720
Chicago, IL 60601

After recording return to:

Bank One, NA
Nathan Margol
120 South LaSalle Street
Mail Code IL1-1210
Chicago, IL 60603

ASSIGNMENT AND ASSUMPTION AGREEMENT

^{July} THIS ASSUMPTION AGREEMENT (the "**Agreement**") is effective as of this 16th day of ~~June~~, 2003, by and among ADRIAN WINICK and HOWARD RESNICK (the "**Borrower**"), 2341 JANSSEN PARTNERSHIP, an Illinois general partnership (the "**Successor Borrower**"), and BANK ONE, NA, a national banking association with its main office in Chicago, Illinois as successor by merger to American National Bank And Trust Company of Chicago (the "**Lender**").

RECITALS:

WHEREAS, from time to time, Borrower borrowed monies from Lender and entered into certain agreements with Lender regarding its indebtedness to Lender;

WHEREAS, Borrower entered into a certain Term Note dated October 14, 2002 in the original principal amount of Two Million One Hundred Twenty Thousand and 00/100 Dollars (\$2,120,000.00), as may have been amended, extended, modified or replaced (the "**Note**") in favor

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of Lender, and said Note is secured by the following, which together with the Note, are deemed the "Loan Documents";

- 1) Mortgage, Assignment of Leases and Rents, Security Agreement and Financing Statement dated October 14, 2002 by Borrower in favor of Lender.
- 2) Any and all other agreements, guaranties, financing statements or documents executed in connection with the Note.

WHEREAS, Borrower and Successor Borrower have requested that Lender forbear from calling a default under the Loan Documents in exchange for Successor Borrower's agreement to formally assume all duties and obligations under said Loan Documents; and

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

- 1) Borrower has transferred title to the real property described on Exhibit "A" to Successor Borrower by ~~that~~ certain Warranty Deed dated April 7, 2003.
July 16, 2007 and
- 2) Successor Borrower and Borrower desire the consent of Lender to such assignments, transfers, and conveyances.
- 3) Successor Borrower hereby agrees to be bound by the terms, conditions and provisions of the Loan Documents previously entered into between Borrower and Lender (including the obligation to make payments under the Note), and assumes, ratifies and confirms all duties, obligations, representations, warranties and covenants of the Loan Documents.
- 4) This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Illinois.
- 5) This Agreement shall inure to the benefit of Lender's successors and assigns, and shall be binding upon the respective heirs, executors, administrators, successors and assigns of Borrower and Successor Borrower.

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

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AGREED TO:

BORROWER:

AW Adrian Winick
Adrian Winick

HR Howard Resnick
Howard Resnick

SUCCESSOR BORROWER:

2341 Janssen Partnership

By: AW Adrian Winick
Adrian Winick, general partner

By: HR Howard Resnick
Howard Resnick, general partner

ACCEPTED BY:

BANK ONE, NA (main office Chicago, Illinois)

By: Nathan Murgel
Its: Nathan Murgel Assistant Vice President

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EXHIBIT A

TO

ASSUMPTION AGREEMENT

LEGAL DESCRIPTION

Lot 10 in Sam Brown JR's Subdivision of Block 9 in the County Clerk's Division of the East ½ of the Northwest ¼ of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: *4535-4541 North Leavitt, Chicago, Illinois 60625*

PIN: *14-18-125-001*

Lot 11 in Sam Brown JR's Subdivision of Block 9 in the County Clerk's Division of the East ½ of the Northwest ¼ of Section 18, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMONLY KNOWN AS: *4547-4557 North Leavitt, Chicago, Illinois 60625*

PIN: *14-18-125-014*

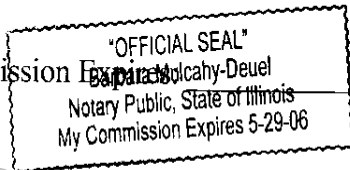
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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, BARBARA MULCAHY-DEUEL Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that NATHAN MARGOL personally known to me to be a AVP of BANK ONE, NA, a national banking association, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ appeared before me this day in person and acknowledged that as such _____ he or she signed, sealed, and delivered this instrument and caused the Corporate Seal of said Corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said Corporation as their free and voluntary act, and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 31 day of July, 2003

Barbara Mulcahy-Deuel
Notary Public



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STATE OF ILLINOIS)
)SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the Count and State aforesaid **DO HEREBY CERTIFY** that ADRIAN WINICK appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, 2003

Sidney Mark Levine
 Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
)SS.
 COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the Count and State aforesaid **DO HEREBY CERTIFY** that HOWARD RESNICK appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, 2003

Sidney Mark Levine
 Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, SIDNEY MARK LEVINE, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that ADRIAN WINICK, personally known to me to be a General Partner of 2341 JANSSEN PARTNERSHIP, an Illinois general partnership, and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that as such general partners he signed, sealed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, 2003

Sidney Mark Levine
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, SIDNEY MARK LEVINE, a Notary Public, in and for said County, in the State aforesaid, **DO HEREBY CERTIFY** that HOWARD RESNICK, personally known to me to be a General Partner of 2341 JANSSEN PARTNERSHIP, an Illinois general partnership, and personally known to me to be the same person whose names is subscribed to the foregoing instrument as such general partner appeared before me this day in person and acknowledged that as such general partners he signed, sealed, and delivered this instrument as his free and voluntary act, and as the free and voluntary act and deed of said general partnership, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of July, 2003
Sidney Mark Levine
Notary Public

My Commission Expires: _____



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