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This instrument was prepared by and after recording return to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Attn: Bethany N. Bonner, Esq.

Property Address:

18-20 East Bellevue
Chicago, Illinois 60611
PIN: 17-03-202-007 and 17-03-202-008



Doc#: 0519219056
Eugene "Gene" Moore Fee: \$38.50
Cook County Recorder of Deeds
Date: 07/11/2005 01:50 PM Pg: 1 of 8

(The Above Space for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT AND ASSUMPTION OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Agreement") is entered into as of this 7th day of July, 2005, by and among LASALLE BANK NATIONAL ASSOCIATION, a national banking association, not individually, but as trustee ("Assignor") under that certain Trust Agreement dated June 1, 1998 and known as Trust No. 121803 (the "Trust"), 20 EAST BELLEVUE L.L.C., an Illinois limited liability company ("Assignee," and together with Assignor, the "Borrowers," and each a "Borrower") and MUTUAL BANK, a banking association ("Lender").

A. Borrowers and Lender entered into that certain Construction Loan Agreement dated as of April 16, 2004 (the "Loan Agreement"), pursuant to which Lender agreed to make a loan to Borrowers in the original principal amount of up to Four Million Three Hundred-Eight Thousand Nine Hundred and NO/100 Dollars (\$4,308,900.00) (the "Loan"). All capitalized terms used and not otherwise defined herein shall have the meanings respectively ascribed to them in the Loan Agreement.

B. The Loan is evidenced by a certain Promissory Note executed by Borrowers, dated April 16, 2004 and payable to the order of Lender (the "Note"). The Loan is secured by (i) a certain Mortgage, Security Agreement and Fixture Filing by Borrowers to Lender, dated April 16, 2004 and recorded May 3, 2004 as Document No. 0412429146 in the Official Records of Cook County, Illinois (the "Mortgage"), (ii) a certain Assignment of Rents and Leases by Borrowers to Lender, dated April 16, 2004 and recorded May 3, 2004 as Document No. 0412429147 in the Official Records of Cook County, Illinois (the "ARL"), and (iii) the other Loan Documents.

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C. Assignee is the sole beneficiary of the Trust. Simultaneously herewith, Assignee is terminating the Trust and in connection therewith, Assignor will be conveying to Assignee fee simple title to that certain real property held by the Trust and encumbered by the Mortgage and ARL (the "Transfer"), such real property (the "Property") being more particularly described in Exhibit A attached hereto and incorporated herein by this reference.

D. In connection with the Termination, Assignor wishes to assign to Assignee and Assignee wishes to assume from Assignor all of Assignor's rights and obligations under the Note, Mortgage, ARL, Loan Agreement and all other Loan Documents. Lender acknowledges the Termination and agrees to the terms described below.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The facts set forth in the recitals above are true and correct and are incorporated herein by this reference.
2. Assignment and Assumption. Assignor hereby assigns to Assignee and Assignee, in addition to its existing obligations under the Loan Documents, hereby assumes all of the obligations and liabilities of Assignor under the Loan Documents accruing or arising on or after the date hereof (the "Assumed Obligations"). Assignee represents and warrants that the Assumed Obligations constitute valid additional obligations of Assignee, enforceable against Assignee in accordance with the terms of the Loan Documents and hereby covenants to perform all of Assumed Obligations in addition to its existing obligations under the Loan Documents. Assignee shall be solely liable and obligated to pay the indebtedness and perform all obligations as provided in the Loan Documents to and for the benefit of Lender in full. Lender hereby releases Assignor from its obligations under the Loan Documents which accrue or arise after the date hereof.
3. Amendment. All references to Assignor (by whatever name used) in the Loan Documents are hereby deleted. The terms "Borrower" and "Mortgagor" (or equivalent term used in any of the various Loan Documents) shall mean only Assignee.
4. Acknowledgment and Consent. Lender hereby acknowledges that its consent to the Termination is not required and hereby consents to the Transfer.
5. Survival of Lien. All of the Premises shall remain in all respects subject to the lien, charge and encumbrance of the Loan Documents, including, without limitation, the lien of the Mortgage and ARL. Nothing contained herein or done pursuant hereto shall affect the lien, charge or encumbrance of the Loan Documents or the priority thereof with respect to other liens, charges or encumbrances.
6. Ratification. Assignee and Lender hereby agree that, except as specifically modified herein, all of the terms and provisions of the Loan Documents are hereby ratified and reaffirmed in their entirety. The parties hereto confirm the validity and enforceability of the Loan Documents in accordance with their respective terms, as modified hereby, and that

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pursuant to the terms and provisions of the Loan Documents, as modified hereby, the Loan Documents continue to secure any and all principal and interest due under the Note.

7. Notices. Following the Termination, all notices to be given to Borrowers under the Loan Documents shall hereafter be sent to Assignee at such address and with copies to such third parties as provided in the Loan Documents and any direction to notify Assignor or such third parties connected with Assignor as provided in the Loan Documents shall be disregarded.

8. Representations and Warranties. Assignor and Assignee each represent and warrant to Lender that:

(a) it has the right and power and is duly authorized to enter into and execute and deliver this Agreement and to conclude and consummate all of the transactions described herein and/or contemplated hereby and that all internal or third party approvals and consents (other than those required of Lender) that are required or necessary in connection with the assignment and assumption of the Assumed Obligations and the Transfer, if any, have been obtained and are in full force and effect; and

(b) the assignment and assumption of the Assumed Obligations shall not violate any other material agreement to which it is a party.

9. Governing Law. This Agreement shall be governed by the laws of the State of Illinois.

10. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns, subject to the restrictions on transfer set forth in the Loan Documents.

11. Counterparts. This Agreement may be executed in counterparts, which collectively shall constitute one agreement, binding on all of the parties hereto notwithstanding that all of the parties hereto are not signatories to the same counterpart. Each of the undersigned parties authorizes the assembly of one or more originals of this Agreement through the combination of the several executed counterpart signature pages with one or more bodies of this Agreement, such that this Agreement shall consist of the body of this Agreement, counterpart signatures pages which collectively will contain the signatures of the undersigned parties hereto to this Agreement. Each such compilation of this Agreement, using original counterpart signatures, shall constitute one original of this Agreement.

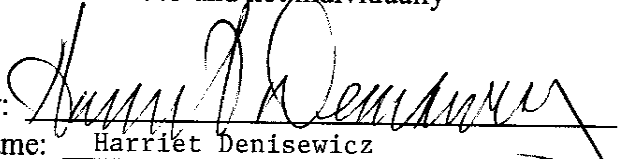
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IN WITNESS WHEREOF, this Agreement was executed as of the date first above written.

ASSIGNOR:


LASALLE BANK NATIONAL ASSOCIATION,
a national banking association, as trustee under
Trust Agreement dated June 1, 1998 and known as
Trust No. 121803 and not individually

By: 
Name: Harriet Denisewicz
Its: Trust Officer

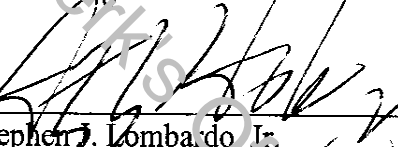
ASSIGNEE:

20 EAST BELLEVUE L.L.C., an Illinois limited
liability company

By: Lux Bar Holdings - 20 E. Bellevue, LLC
Its: Manager

By: 
Lawrence M. Shane


By: 
Hugo A. Rami

By: 
Stephen J. Lombardo, Jr.

*Being all of the members of the Board of
Managers of Lux Bar Holdings - 20 E.
Bellevue, LLC*

LENDER:

MUTUAL BANK

By: 
Name: James G. Wasson
Its: Senior Vice President

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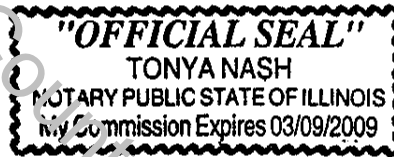
STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harriet Denisewicz, the Trust Officer of LaSalle Bank National Association, a national banking association, as trustee under that certain Trust Agreement dated June 1, 1998 and known as Trust No. 121803 and not personally, 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 said instrument as his own free and voluntary act and the free and voluntary act of said LaSalle Bank National Association, a national banking association, as trustee under that certain Trust Agreement dated June 1, 1998 and known as Trust No. 121803 and not personally, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of July, 2005.

Tonya Nash
Notary Public

My Commission Expires: _____



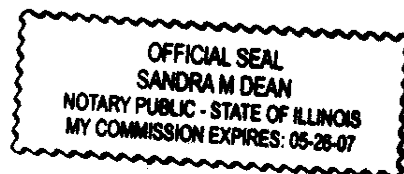
STATE OF ILLINOIS)
) .ss
COUNTY OF Cook)

I, Sandra M. Dean, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that James G. Wasson, the Senior Vice President of Natual Bank, 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 said instrument as his own free and voluntary act and the free and voluntary act of said Natual Bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 8 day of July, 2005.

Sandra M. Dean
Notary Public

My Commission Expires: _____



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STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, Victoria Shusterman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Lawrence M. Shane, a member of the Board of Managers of Lux Bar Holdings – 20 E. Bellevue, LLC, the Manager of 20 East Bellevue L.L.C., an Illinois limited liability company, 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 said instrument as his own free and voluntary act and the free and voluntary act of said 20 East Bellevue L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of July, 2005.

Victoria Shusterman
Notary Public

My Commission Expires: 7/15/05



STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I, Victoria Shusterman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Hugo C. Ralli, a member of the Board of Managers of Lux Bar Holdings – 20 E. Bellevue, LLC, the Manager of 20 East Bellevue L.L.C., an Illinois limited liability company, 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 said instrument as his own free and voluntary act and the free and voluntary act of said 20 East Bellevue L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of July, 2005.

Victoria Shusterman
Notary Public

My Commission Expires: 7/15/05

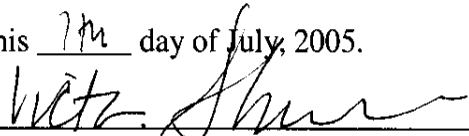


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STATE OF ILLINOIS)
) .ss
 COUNTY OF COOK)

I, Victoria Shusterman, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Stephen J. Lombardo, Jr., a member of the Board of Managers of Lux Bar Holdings – 20 E. Bellevue, LLC, the Manager of 20 East Bellevue L.L.C., an Illinois limited liability company, 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 said instrument as his own free and voluntary act and the free and voluntary act of said 20 East Bellevue L.L.C. for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 7th day of July, 2005.



 Notary Public

My Commission Expires: 7/15/05



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EXHIBIT A

The Property

18-20 East Bellevue
Chicago, Illinois 60611
PIN: 17-03-202-007 and 17-03-202-008

LOTS 2 AND 3 IN THE SUBDIVISION OF THE EAST 83 FEET OF LOTS 45, 46 AND 47 (EXCEPT THE NORTH 4 FEET OF LOT 45) AND THAT PART OF LOT 45 WEST OF THE EAST 83 FEET AND SOUTH OF THE NORTH 4 FEET AND NORTH OF THE SOUTH 4 FEET OF SAID LOT 45 ALL IN BLOCK 1 IN POTTER PALMER'S LAKE SHORE DRIVE ADDITION TO CHICAGO, IN THE CANAL TRUSTEES SUBDIVISION OF THE SOUTH FRACTIONAL 1/4 OF SECTION 3, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.