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THIS INSTRUMENT
PREPARED BY AND AFTER
RECORDING RETURN TO:

Dennis M. Wilson, Esq. DLA Piper Rudnick Gray Cary US LLP 203 N. LaSalle, Suite 1900 Chicago, IL 60601

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Doc#: 0523105255 Fee: \$34.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 08/19/2005 12:37 PM Pg: 1 of 6

This space reserved for Recorder's use only.

#### Assignment Agreement

This Assignment Agreement ("Assignment") is made as of August 1, 2005 by and between SOCIETY OF HELPERS OF THE HOLY SOULS, an Illinois not for profit corporation ("Assignor") and PLATT-MEEKER LLC, in Illinois limited liability company ("Assignee").

WHEREAS, Assignor is a party to an Option Agreement dated March 2, 1992 (the "Agreement") with LaSalle National Trust, N.A., as trustee u/t/a dated 11/28/90 and known as Trust No. 115988, relating to the property described on Exhibit A (the "Option Property"), a Memorandum of which Agreement was recorded as Document No. 92321935 in Cook County, Illinois; and

WHEREAS, Assignor has agreed to sell the property at 303 W. Barry Avenue, Chicago, Illinois, which is adjacent to the Option Property, to Assignee pursuant to a Real Estate Purchase Agreement dated June 21, 2005 (the "Purchase Agreement"); and

WHEREAS, the Agreement does not prohibit the "Optionee" (as defined in the Agreement) from assigning its rights in the Agreement to a "Third Party" without the "Optionor's" prior consent; and

WHEREAS, Assignor desires to assign its rights as Optionee under the Agreement to Assignee and Assignee desires to succeed to and assume the Optionee's rights and obligations under the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties covenant and agree as follows:

1. <u>Assignment</u>. Assignor hereby assigns and quit claims to Assignee, without representation, warranty or covenant of any kind, all of Assignor's right, title and interest in, to and under the Agreement, effective upon the execution and delivery hereof and the Closing under the Purchase Agreement. This Assignment shall be made and accepted without recourse to Assignor and is subject to the provisions of Section 3 below.

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- 2. <u>Assumption</u>. Effective upon the execution and delivery hereof and the Closing under the Purchase Agreement, Assignee hereby assumes the rights and obligations (without acknowledging the existence of any obligations) of Optionee under the Agreement and agrees to be bound by the terms of the Agreement.
- Assignor and its officers, directors, employees, agents and 3. Exculpation. representatives have not made and do not make any representation, warranty or covenant of any kind or nature to Assignee, any of its officers, agents or representatives (or any affiliate of any of them) regarding or relating to the Agreement, any rights or obligations under the Agreement or the ability of Assignee to assert or enforce the Agreement. Assignor shall have no duty or obligation to Assignee with respect to the Agreement or any rights under or with respect to the Agreement, and Assignee acknowledges and confirms that it has had the opportunity to review the Agreement with its counsel and to discuss the Agreement with the current owner of the Option Property, and not as matrices is Assignee agrees that it shall not assert or pursue any claim against Assignor, its officers, directors, employees, agents or representatives relating to or respecting the Agreement.

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IN WITNESS WHEREOF, the undersigned have executed this Assignment on the year and date first set forth above.

SOCIETY OF HELPERS OF THE

HOLY SOULS

Property of County Clerk's Office

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#### EXHIBIT A

#### LEGAL DESCRIPTION

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of the Third Princ.
ary line of Lincoln Pa.
islon recorded September
cribed as follows: Beginning.
1: Thence Northwesterly along
for a distance of 131.08 feet; Then.
I to the West line of Lot 1 aforesaid.
10.79 feet; Thence Southeasterly 131.91
if beginning, in Cook County, Illinois.

N.: 21/4-28-202-015

ADARESS: 303WEST BARRY AVE, CHICAGO, IL PARCEL 2: That part of Lot 1 in the subdivision of Lots 2 and 3 and Accretions in Lake Front Addition, in the Northeast fractional Quarter of Section 28, Township 40 North, Range 14, East of the Third Principal Meridian, lying West of the West boundary line of Lincoln Park according to the plat of said subdivision recorded September 6, 1912 as document #5038127. described as follows: Beginning at the Southwest corner of lot 1: Thence Northwesterly along the Westerly line of said Let for a distance of 131.08 feet; Thence Easterly perpendicular to the West line of Lot 1 aforesaid for a distance of 10.79 feet; Thence Southeasterly 131.91 feet to the point of beginning, in Cook County, Illinois.

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STATE OF ILLINOIS ) SS
COUNTY OF <u>COOK</u> )
I, <u>Jeanne E. Stroh</u> a Notary Public in and for said County, in the State aforesaid, do hereby certify that <u>Sr. Mary Ellen Moore</u> , the <u>Treasurer</u> of Society of Helpers of the Holy Souls., an Illinois not for profit corporation, who is personally
Society of Helpers of the Holy Souls., an Illinois not for profit corporation, who is 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 he/she signed and
delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.
GIVEN under my head and notarial seal, this / day of / cull, 2005.
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Notary Public
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OFFICIAL SEAL JEANNE E STROH
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Clark's Office
Opp.
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## **UNOFFICIAL COPY**

I. LINDATYRRELL a Notary Public in and for said County, in the State aforesaid, do hereby certify that State of the Mark the Mark of Of Platt-Mecker LLC., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Andrew Art, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal, this 1st day of August, 2005.  "OFFICIAL SEAL"  LINDA TYRRELL  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public	STATE OF ILLINOIS ) SS
aforesaid, do hereby certify that Stellen & Gruck, the Attended Act of Platt-Meeker LLC., an Illinois limited liability company, who is personally known to me to be the same person who is name is subscribed to the foregoing instrument as such than Act, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  GIVEN under my hand and notarial seal, this 1st day of Charles, 2005.  "OFFICIAL SEAL"  LINDA TYRRELL  Notary Public, State of Illinois  My Commission Expires 07/08/09	COUNTY OF COUCE )
	aforesaid, do hereby certify that Scellen F Gruck, the Atomed Agree of Platt-Mecker LLC., an Illinois limited liability company, who is personally known to me to be the same person who is name is subscribed to the foregoing instrument as such than Agree, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.  GIVEN under my head and notarial seal, this 1st day of liquid, 2005.  "OFFICIAL SEAL"  LINDA TYRRELL  Notary Public  Notary Public  My Commission Expires 07/08/09  "OFFICIAL SPAL"  LINDA TYRRELL  Notary Public  Notary Public