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Recording Requested By
and When Recorded Mail to:

Mary B. Koberstein, Esq.
Centrum Properties, Inc.
225 West Hubbard Street, 4th Floor
Chicago, IL 60610

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Cook County Recorder of Deeds
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of this 28 (day of April, 2006 by Julie S. Genz ("Assignor") and Joseph Macak IV "Assignee"), and Domain Owner, L.L.C., a Delaware limited liability company ("Lender"), with reference to the following facts:

RECITALS

- A. Assignor and Lender entered into a loan in the original principal amount of \$21,490.00 ("Loan") evidenced by that certain Promissory Note dated December 19, 2002 made by Assignor in favor of Lender, in the amount of the Loan ("Note").
- B. The Note is secured by a Second Mortgage dated December 19, 2002, from Assignor to Lender, recorded in the Office of the Cook County Recorder on January 14, 2003 as Document No. 0030061007 ("Mortgage").
- C. The Mortgage encumbers certain real property lying and situated in Cook County, Illinois, and more particularly described in Exhibit A attached hereto and incorporated herein by reference ("Property").
- D. Assignor intends to transfer Assignor's interests in and to the Property, and the improvements, and fixtures located thereon, to Assignee.
- E. Assignor and Assignee have requested Lender's consent to the sale and transfer of the interests in the Property, and the improvements and fixtures located thereon, and to the assumption by Assignee of Assignor's obligations under the Note and Mortgage and Lender is willing to consent to said transfer of title and assumption of said indebtedness in accordance with the terms and conditions of this Agreement.
- F. Assignor and Assignee acknowledge that the execution of this Agreement shall confer a real and substantial benefit upon each of them.

NOW, THEREFORE, in consideration of the foregoing facts and the covenants contained herein and other consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. **Recitals** The foregoing recitals are true and correct and incorporated by reference herein. Unless otherwise defined herein, capitalized terms shall have the meaning and definition set forth in the Note and Mortgage.
- 2. **Assumption of the Loan** Assignee unconditionally assumes all the duties, obligations, covenants, agreements, and liabilities of Assignor under the Note and Mortgage. In

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connection therewith, without limiting the generality of the foregoing, Assignee agrees to pay the Note at the time, in the manner and in all other respects as therein provided, to perform all of the duties, covenants and obligations provided in the Note and the Loan Documents to be performed by Assignor thereunder at the time, in the manner, and in all other respects as therein provided, and to be bound by all the terms of the Note and Mortgage as fully and to the same extent as if such Note and Mortgage were originally made, executed and delivered to Lender by Assignee. Accordingly, the Note and Mortgage shall include Assignee as an obligor thereunder including, without limitation, the inclusion of Assignee (i) as "Maker" under the Note, and (ii) as "Mortgagor" under the Mortgage.

3. **Release of Assignor** Lender hereby releases Assignor from liability under the Note, the Loan Documents and the Related Agreements for matters occurring after the effective date of this Agreement. Notwithstanding the foregoing, Assignor agrees that its liability to Lender for acts or omissions arising out of its duties and obligations under the Note and Mortgage shall not be impaired, prejudiced or affected in any way whatsoever for matters arising or occurring prior to the effective date of this Agreement, whether known or unknown at this time.

4. **Acknowledgment of Debt; Estoppels** Assignor and Assignee acknowledge by their execution hereof that the indebtedness evidenced by the Note is unconditionally due and owing to Lender as provided in the Note and that as of the date hereof Assignor and Assignee have no actions, defenses, demands, offsets, counterclaims, and/or claims of set-off or deduction whatsoever, against: (i) Lender; (ii) the indebtedness evidenced by the Note; or (iii) the Mortgage or the enforcement thereof. Furthermore, Assignor and Assignee acknowledge and agree that, as of the date hereof, Lender has in no way defaulted or performed any act or omission under the Note or Mortgage, or any other agreements between or among Assignor, Assignee and Lender, which would or could give rise to any action(s), cause(s) of action, suits, debts, sums of money damages, claims, costs, expenses and/or demands whatsoever, in law or in equity or otherwise, by Assignor or Assignee against Lender. As of the date hereof, Assignor and Assignee each acknowledge and agree that (i) Lender has not waived any of its rights or remedies under the Mortgage, (ii) the Loan has been properly disbursed, and (iii) the outstanding principal balance of the Note, as of the date hereof, shall be \$8,596.00.

5. **Ratification of Note and Mortgage** Except as herein specifically modified hereby, the terms, covenants and conditions of the Note and Mortgage shall remain in full force and effect without any further modifications.

6. **No Waiver of Future Consent** This consent to transfer shall not be a waiver of the right of Lender to require such consent to future or successive transfers, Lender reserving all such rights in the Note and Mortgage.

7. **Further Documentation** Assignee agrees to provide to Lender, contemporaneously herewith, proof that Assignee has been approved by the Chicago Department of Housing for the affordable housing program, as well as any and all other documents reasonably required by Lender to retain its perfected security interest in the Property. Assignee hereby covenants that it will, at any time, upon written request therefore, execute and deliver to Lender any new or confirmatory instruments, which Lender may request in order to evidence Assignee's assumption of the Note and Mortgage.

8. **Costs** Assignor and Assignee shall pay all costs of the assignment and assumption made pursuant hereto, including without limitation, attorneys' fees and costs, recording fees, Lender's administrative fees and the cost of an endorsement to Lender's mortgagee title policy. In the event it is determined that additional costs relating to this transaction are due, Assignor and Assignee agree to pay such costs immediately upon demand. Furthermore, in the event that Lender resorts to litigation to enforce this Agreement, all costs of such trials, appeals and proceedings,

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including, without limitation any proceedings pursuant to the bankruptcy laws of the United States, shall be paid by Assignor and Assignee. The liability of Assignor and Assignee shall be joint and several with respect to this provision.

9. **Consent of Any Subordinate Lienholder** Assignor and Assignee hereby represent to Lender: (i) that the lien of the Mortgage held by Lender is a valid second position lien on the Property; (ii) that as of the date hereof there is no subordinate lien or encumbrance now outstanding against the Property which has not been approved by Lender in writing ("Subordinate Lien"); and (iii) that with respect to any such Subordinate Lien now outstanding against the Property, such subordinate lienholder has consented to this Agreement and has executed the Consent and Subordination Agreement attached hereto as Exhibit "B", which acknowledges any such subordinate lienholder's consent to this Agreement and confirms that this Agreement will not adversely affect Lender's first and prior lien on the Property.

10. **Notices** The address of Assignee for purposes of notices, demands and other communication under the Note and Mortgage shall be:

Joseph Macak IV
Unit 1009, 200 N. Kingsbury Street
Chicago, IL 60610

11. **Severability** If any one or more of the provisions of this Agreement shall be held invalid or unenforceable, the validity and enforceability of all other provisions of this Agreement shall not be affected.

12. **Binding Effect** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, personal representatives, successors and assigns.

13. **Captions** The captions and headings in this Agreement are for convenience only and are not to be used to interpret, define or limit the provisions hereof.

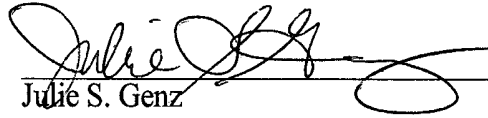
14. **Multiple Counterparts** This agreement may be executed in multiple counterparts each of which shall be an original part, but all of which shall constitute one instrument.

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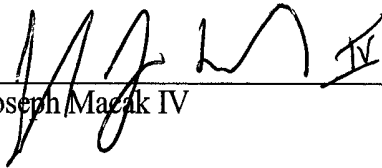
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date hereinabove set forth.

"ASSIGNOR"



Julie S. Genz

"ASSIGNEE"



Joseph Maczak IV

"LENDER"

Domain Owner, L.L.C., a Delaware limited liability company

By: Centrum Properties, Inc.

By: 
Its: Authorized Signatory

Property of Cook County Clerk's Office

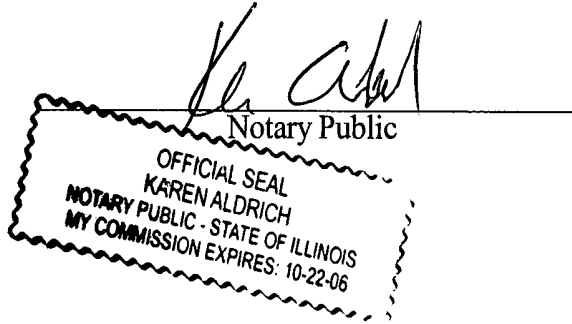
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STATE OF Illinois)
COUNTY OF Cook) SS:

I, Karen Aldrich, Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Julie S. Genz, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered the said instrument, as her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28 day of April, 2006

[Seal]



STATE OF Illinois)
COUNTY OF DeKalb) SS:

I, Rita M. Browne, Notary Public in and for said county in the State aforesaid, DO HEREBY CERTIFY THAT Joseph Macak IV, personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such she signed and delivered the said instrument as her free and voluntary act, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 28 day of April, 2006

[Seal]

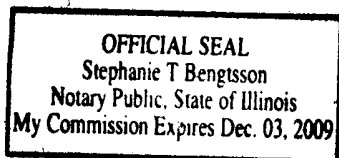


[Signature]
Notary Public

STATE OF ILLINOIS)
COUNTY OF COOK) SS:

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Laurence Ashkin, President of Centrum Properties, Inc., Authorized Signatory for Domain Owner, L.L.C., a Delaware limited liability company, personally known to me to be the same person who executed the within instrument, appeared before me on April 21, 2006, in person, and acknowledged that he executed the within instrument as his free and voluntary act, for the uses and purposes therein set forth.

[Seal]



[Signature]
Notary Public

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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

Unit No. 1009, Parking Unit No. N/A in the Domain Condominium as delineated on a survey of the following described real estate: Part of Lots 21 through 26 in Block 96 in Elston's Addition to Chicago; part of Lots 1 through 4 in Elston's Addition to Chicago, and part of Lot 5 in Assessors Plat of Lots 5 and 6 in Block 95 of Elston's Addition to Chicago all located in the West ½ of the Southwest ¼ of Section 4, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, more particularly described on the survey attached as Exhibit "A" to the Declaration of Condominium recorded July 2, 2002 as Document No. 0020733519, as amended from time to time, together with its undivided percentage interest in the common elements, all in Cook County, Illinois.

PARCEL 2:

The exclusive right to the use of Storage Space Number 250, a limited common element, as delineated on the survey attached to the Declaration aforesaid recorded as Document No. 0020733519, as amended from time to time.

PARCEL 3:

Non-exclusive easements for the benefit of Parcels 1 and 2 as created by Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements and Operating Agreement, dated October 9, 2002 and recorded October 15, 2002 as Document 21128849 for the following purpose:

- A. Ingress and egress and use
- B. Structural support
- C. Use of facilities in the catalog building and garage building
- D. Maintenance of catalog building easement facilities and garage easement facilities
- E. Maintenance and use of easement facilities
- F. Support, enclosure, use and maintenance of catalog building and garage building common walls, ceilings and floors
- G. Water main connection, sanitary sewer main connection and gas main connection
- H. Utilities
- I. Permitting existence of encroachments in catalog building and garage building
- J. Exterior maintenance
- K. Exterior Signage
- L. Dumpsters
- M. Owned facilities
- N. Shared facilities, and
- O. Overhanging balconies;

over the land described in exhibits attached thereto.

Address of Property: Unit 1009, 900 N. Kingsbury, Chicago, Illinois 60610

Permanent Index Number: 17-04-300-047-1172

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EXHIBIT B

CONSENT AND SUBORDINATION

The undersigned, holder of a Mortgage dated _____, and recorded in the Office of the Recorder of Deeds of Cook County ("Subordinate Mortgage") creating a lien on the real property described on the foregoing Assignment and Assumption Agreement dated _____, ("Agreement"), hereby acknowledges and consents to the terms and conditions of the Agreement and confirms that the lien of the Subordinate Mortgage, together with any and all other instruments executed and/or recorded in connection therewith, is subject and subordinate to the first and prior lien of the Note and Mortgage described in and as modified by the Agreement.

Domain Owner, L.L.C., a Delaware limited liability company

By: _____

By: _____
Its: Authorized Signatory

STATE OF _____)
) SS:
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, _____ of _____, Authorized Signatory for Domain Owner, L.L.C., a Delaware limited liability company, personally known to me to be the same person who executed the within instrument, appeared before me on _____, in person, and acknowledged that he executed the within instrument as his free and voluntary act, for the uses and purposes therein set forth.

[Seal]

Notary Public