After Recording Return To:

Saundra N. Fried Assistant Corporation Counsel City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, IL 60602 Doc#: 0724739039 Fee: \$54.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds

Date: 09/04/2007 10:51 AM Pg: 1 of 16

This space for Recorder's Office only

ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LOAN DOCUMENTS (including Mortgage, Assignment of Leases, Rents and Security Agreement)

among

RIDGELAND LIMITED PARTNERSHIP,

an Illinois limited partnership, as Assignor

FAMILY RESCUE (f/k/a FAMILY RESCUE, INC.),

an Illinois not-for-profit co poration, as Assignee

and

CITY OF CHICAGO,

an Illinois municipal corporation, es Leader

with Consent and Acknowledgment by

CHICAGO TITLE LAND TRUST COMPANY,

as successor trustee to Steel City National Bank not personally but as Trustee under a Trust Agreement dated December 21, 1990 and known as Trust Number 3193

and

CHICAGO TITLE LAND TRUST COMPANY,

as successor trustee to Steel City National Bank not personally but as Trustee under a Trust Agreement dated February 13, 1991 and known as Trust Number 3129

with Joinder by

FAMILY RESCUE DEVELOPMENT CORPORATION,

an Illinois not-for-profit corporation

DATED AS OF: September 4, 2007

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ASSIGNMENT, ASSUMPTION AND AMENDMENT OF LOAN DOCUMENTS (including Mortgage, Assignment of Leases, Rents and Security Agreement)

THIS ASSIGNMENT, ASSUMPTION, AND AMENDMENT OF LOAN DOCUMENTS (including Mortgage, Assignment of Leases, Rents and Security Agreement) (this "Amendment") is dated as of September 4, 2007 ("Effective Date") by and among Ridgeland Limited Partnership, an Illinois limited partnership ("Assignor"), Family Rescue (f/k/a Family Rescue, Inc.), an Illinois not-for-profit corporation ("Assignee"), and the City of Chicago, an Illinois municipal corporation ("Lender").

RECITALS

- A. In correction with that certain loan in the initial principal amount of \$446,400 made by Lender to Assignor ("Loan"), Assignor and Lender are parties to the following documents (collectively, the "Original Loan Documents"):
- (i) a certain Multi-Loan Redevelopment Agreement, dated as of April 9, 1991 by and between Lender, through its Department of Housing ("**DOH**") and Assignor ("**Loan Agreement**");
- (ii) a Note dated as of April 9 1991 made by Assignor and Steel City National Bank ("<u>Steel City</u>"), not personally but as Trustee under a Trust Agreement dated December 21, 1990 and known as Trust Number 3193 ("<u>Improvements Trust</u>"), in favor of Lender ("<u>Note</u>");
- (iii) a Mortgage, Assignment of Leases, Rents and Security Agreement dated as of April 9, 1991 made by Steel City, not personally, 'an solely as Trustee under Trust No. 3129 dated February 13, 1991 ("Land Trust"), Steel City, not personally but solely as Trustee under the Improvements Trust, and Assignor in favor of Lender, recorded April 19, 1991 as Document No. 91181461 ("Mortgage") on their respective interests in certain property legally described in Exhibit A attached hereto, together with all improvements, personal property, and fixtures now and hereafter located thereon (the "Property");
- (iv) a Declaration of Restrictive Covenants and Regulatory Acreement dated as of April 9, 1991 by and between Lender through DOH and Assignor, and joined in by Steel City, not personally but solely as Trustee under the Improvements Trust and under the Land Trust ("**Declaration**"); and
- (v) a Collateral Assignment of Beneficial Interest in Land Trust dated as of April 9, 1991 given by Assignor in favor of Lender with respect to the Improvement Trust ("Improvements Trust Assignment").
- B. The Improvements Trust is the owner of the improvements located on, and the leasehold interest in, the real estate legally described on $\underline{\textbf{Exhibit A}}$ and the other Property located thereon. The Land Trust is the owner of the real estate legally described on $\underline{\textbf{Exhibit A}}$.

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- Assignor and Assignee have entered into that certain Real Estate Sale Contract dated as of January 29, 2007, as amended, whereby Assignee has agreed to purchase the beneficial interest in the Improvements Trust ("Beneficial Interest") and certain personal property and trade fixtures associated with or used in connection with the operation of the Property (collectively, the "Personal Property") from Assignor (the "Purchase"). connection with the closing on Assignee's Purchase of the Beneficial Interest and the Personal Property and assignment by Assignor to Improvements Trust of that certain Amended and Restated Ground Lease dated April 9, 1991 made by and between Assignee, as Lessor, and Assignor, Lessee, (with joinders by Steel City, as trustee of the Land Trust and Steel City, as trustee of the Improvements Trust) dated April 9, 1991 and as disclosed by Amended and Restated Shor Form of Ground Lease made by and between Steel City as trustee of the Land Trust and Steel City as trustee of the Improvements Trust recorded April 17, 1991 as Document Number 911758:2 demising the Property described in Exhibit A for a term of years beginning December 21, 1990 and ending December 31, 2089 to wit, Assignor desires to assign all of its rights and obligations vider and pursuant to the Original Loan Documents to Assignee and Assignee desires to assume on a non-recourse basis to the extent set forth in the Original Loan Documents the obligations of Assignor under and pursuant to the Original Loan Documents as amended by this Amendment effective as of the Effective Date.
- D. In addition to the Original Loan Documents entered into by Assignor and Lender, in connection with the Loan, Assignee and Lender entered into the following (the "Original Family Rescue Documents"):
- (i) an Environmental Indemnity Agreement dated as of April 9, 1991 between Assignee and Lender ("Family Rescue Environmental Indemnity"); and
- (ii) a Collateral Assignment of Beneficial Interest in Land Trust dated as of April 9, 1991 given by Assignee in favor of Lender with respect to the Land Trust ("Land Trust Assignment").
- E. In connection with the Purchase, Assignee is willing to reaffirm its ongoing obligations under the Original Family Rescue Documents as amended by his Amendment, and Lender is willing to amend the Original Loan Documents to allow the assignment and assumption of the Original Loan Documents as amended by this Amendment and to permit up to two (2) units on the Property to be used as offices by Assignee.

NOW, THEREFORE in good and valuable consideration, the receipt whereof is hereby acknowledged, Lender, Assignor and Assignee agree as follows:

1. Recitals; Defined Terms. The Recitals are hereby incorporated into this Amendment by this reference. Any defined terms used herein and not otherwise defined herein shall have the same meanings as those terms have in the Original Loan Documents. From and after the Effective Date, the term "Loan Documents" as used in the Original Loan Documents or the Original Family Rescue Documents and each of the documents included within the Original Loan Documents and the Original Family Rescue Documents shall mean such documents as amended by this Amendment.

- Assignment and Assumption. Assignor hereby assigns and Assignee hereby assumes all of Assignor's right, title and interest and all of its rights, duties and obligations, whether express or implied, arising under the Original Loan Documents, including without limitation any remedies and privileges under the Original Loan Documents effective as of the Effective Date. Assignor's assignment hereunder shall be without recourse, except as otherwise provided in this Amendment. Assignee hereby assumes on a non-recourse basis (such that each and every one of the non-recourse provisions contained in the Original Loan Documents shall apply to the Assignee as if it were the original beneficiary of such non-recourse provisions) all of Assignor's obligations under the Original Loan Documents as amended by this Amendment arising on and after the Effective Date, including the unpaid balance due and owing on the Note. As of the Effective Date of this Amendment, Assignee shall be substituted for Assignor for all purposes of the Original Loan Documents, including without limitation, Section 4.13 of the Mortgage and 3.13 of the Loan Agreement.
- Release of Assignor and FRDC. As of the Effective Date of this Amendment, Assignor and Family Rescue Development Corporation, an Illinois not-for-profit corporation ("FRDC"), shall be released from all duties, obligations, covenants, terms, conditions, covenants and payments arising under the Original Loan Documents; provided, however, that (i) Assignor shall not be released from any of its obligations arising under that certain Environmental Indemnity Agreement dated as of April 9, 1991 between Assignor and Lender ("Ridgeland Environmental Indemnity Agreement dated as of April 9, 1991 between FRDC and Lender ("FRDC Environmental Indemnity"), in either case, with respect to any City Environmental Liability (as such term is defined in the Ridgeland Environmental Indemnity and the FRDC Environmental Indemnity) arising prior to the Effective Date. Assignor and FRDC hereby each ratify and confirm the ongoing effectiveness of the Ridgeland Environmental Indemnity and the FRDC Environmental Indemnity as amended by this Amendment.
- 4. Reaffirmation of Original Loan Documents and Original Family Rescue Documents. Except as expressly provided herein, the Original Loan Documents, the Family Rescue Environmental Indemnity, and the Land Trust Assignment, all as amended by this Amendment, shall remain in full force and effect, in accordance with their respective terms, and shall be binding upon all parties thereto, except as expressly provided for kerein. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.
- 5. <u>Change in Use Approved</u>. Notwithstanding anything to the contrary in the Original Loan Documents, Assignee shall be permitted to use up to two (2) of the twenty-four (24) residential units located on the Property for office space for Assignee's transitional housing and other programs providing services to clients of Assignee.
- 6. <u>Amendments to Family Rescue Environmental Indemnity</u>. The Family Rescue Environmental Indemnity is hereby amended as follows:

- a. Section 3(a) is amended by deleting the words "require the Ridgeland Limited Partnership to" from the first sentence thereof.
- b. Section 3(b) is amended by deleting the words "or shall cause Ridgeland Limited Partnership to" from the fourth and fifth lines thereof.
- 7. Amendment to Mortgage. The Mortgage is hereby amended by adding the following paragraph after the second "WHEREAS" clause in the Mortgage:

"WHEREAS, the Maturity Date of the Note is April 1, 2032; and"

- 8. Assignor's Representations and Warranties. Assignor represents and warrants to Assignee and Ler der that: (a) Assignor has full power and authority to assign its interest in the Original Loan Documents and to enter into this Amendment, (b) prior to the Effective Date of this Amendment, Assignor has not transferred, assigned or hypothecated all or any part of its interest in the Original Loan Documents, (c) as of the Effective Date of this Amendment, Assignor has no defense, offset, right of rescission, or counterclaim to any of Assignor's obligations under the Original Loan Documents, and (d) immediately prior to the Effective Date, the Original Loan Documents had not previously been amended and were valid and enforceable in accordance with their terms against Assignor. Assignor hereby ratifies and confirms the terms of the Original Loan Documents as of the Effective Date. To the extent that any such defenses, claims, rights of rescission or offsets on the part of Assignor exist as of the Effective Date, Assignor hereby waives and releases the same.
- 9. Assignee's Representations and Wair repties. Assignee represents and warrants to Assignor and Lender that: (a) it has full power and authority to assume the Original Loan Documents as amended by this Amendment as of the Effective Date and to enter into this Amendment, (b) the Family Rescue Environmental Indemnity has not previously been amended, and as amended by this Amendment, is valid and enforceable in accordance with its terms against Assignee, (c) the Land Trust Assignment has not previously been amended, and as amended by this Amendment, is valid and enforceable in accordance with its terms against Assignee, and (d) the present use of the Property is as a 22-unit residential apartment building for rental to certain of Assignee's clients who are participating in Assignee's transitional housing program, Assignee's related program and administrative office space, and a day care center.
- 10. <u>Opinion of Counsel</u>. Assignee, FRDC and Assignor hereby authorize their special counsel for the transactions contemplated in this Amendment to provide an opinion of counsel to Lender.
- Consent by Lender. Lender hereby consents to the purchase by Assignee of the Beneficial Interest and Personal Property and to the assignment and assumption contained in this Amendment and represents and warrants to Assignor and Assignee that (a) Lender has full power and authority to enter into this Amendment, (b) prior to the Effective Date, Lender has not transferred, assigned or amended the Original Loan Documents., and (c) the full amount of the initial principal of the Loan was disbursed and the remaining unpaid balance thereof is, as of the date hereof, \$271,380.00.

- 12. <u>Security Interest; Authorization to File Financing Statement</u>. Assignee hereby grants, bargains, sells, conveys to Lender, its successors and assigns forever, under and subject to the conditions set forth in the Original Loan Documents as amended by this Amendment, a continuing security interest in and to all of Assignee's right, title, interest and claim to the collateral set forth in the granting clauses of the Mortgage. Assignee authorizes Lender to file such financing statements and instruments as Lender may reasonably require to perfect any security interests created by the Original Loan Documents as amended by this Amendment.
- 13. <u>Personal Liability of City Officials</u>. Assignor, Assignee, FRDC and the Lender expressly agree that no member, official, employee or agent of the Lender shall be individually or personally liable to the Assignor, Assignee, FRDC or to the Lender, or any of their successors or assigns, in the event of any action, default or breach by Lender under this Agreement.
- Section 2-156-030(b) Compliance. Pursuant to Section 2-156-030(b) of the 14. Municipal Code of Chicago, it is illegal for any elected official of the Lender, or any person acting at the direction of such official, to contact, either orally or in writing, any other Lender official or employee with respect to any matter involving any person with whom the elected official has a "Business Relationship" (¿s defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City of Chicago Council ("City Council") committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship. Violation of Section 2-156-030(b) by any elected official, or any person acting at the direction of such official, with respect to any of the Original Loan Documents or this Agreement or in connection with the transactions contemplated thereby, shall be grounds for termination of the Original Loan Documents or this Agreement and the transactions contemplated thereby. The Assignor, Assignee and FRDC each hereby represent and warrant that, to the best of its knowledge after due inquiry, no violation of Section 2-156-030(b) has occurred with respect to any of the Criginal Loan Documents, this Agreement or the transactions contemplated thereby.

15. Miscellaneous.

- a. <u>Headings</u>. The headings, captions, numbering system, etc., are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this Amendment.
- b. <u>Binding Effect</u>. All of the provisions of this Amendment are hereby made binding upon and shall inure to the benefit of the parties hereto and personal representatives, heirs, successors and assigns of both parties hereto.
- c. <u>Counterparts</u>. This Amendment may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which are identical.
- d. <u>Applicable Law</u>. This Amendment shall be construed under and in accordance with the laws of the State of Illinois.

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e. <u>Invalid Provision</u>. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, and if such provision is not essential to the effectuation of the basic purposes of this Amendment, such provision shall be fully severable, this Amendment shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Amendment, and the remaining provisions of this Amendment shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



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WITNESS, the due execution of this Amendment by Assignor as of the day and year first above written.

ASSIGNOR:

RIDGELAND LIMITED PARTNERSHIP,

an Illinois Limited Partnership

By: Family Rescue Development Corporation,

its general partner

Name:

David Offer

Its:

Presiden

STATE OF ILLINOIS

35:

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT David Offenberg personally known to me to be the President of FAMILY RESCUE DEVELOPMENT CORPORATION, an illinois not-for-profit corporation, the General Partner of RIDGELAND LIMITED PARTNERSHIP, an Illinois limited partnership, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and derivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August 3,2007

Jancise Z.1

Ji ...

"OFFICIAL SEAL"
Francing AcCormick

Notary Public, Three of Illinois My Commission Exp. 12/29/2009 My commission expires on:

12/29/09

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WITNESS, the due execution of this Amendment by Assignee as of the day and year first above written.

ASSIGNEE:

FAMILY RESCUE, an Illinois not-for-profit corporation

By:___ Nam€:

Judie Collins

President

Its: U

STATE OF ILLINOIS

SS:

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Judie Collins personally known to me to be the President of FAMILY RESCUE, an Illinois not-for-profit corporation is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered this instrument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August, 2007.

NOTARY PUBLIC

My commission expires on:

12/29/2000

"OFFICIAL SEAL"

Francine L. McCormick
Notary Public, State of Illinois

My Commission Exp. 12/29/2009

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WITNESS, the due execution of this Amendment by Lender as of the day and year first above written.

	LENDER:
	CITY OF CHICAGO, an Illinois municipal corporation By: Name: Ellen Bahli, Acting Commissioner
STATE OF ILLINOIS)	Devartment of Housing
) SS:	
COUNTY OF COOK)	
CERTIFY THAT Ellen Sahli personally known Department of Housing for the CITY OF CHI same person whose name is subscribed to the f	dey of August, 2007.
My commission expires on:	
Rick	sial Seal y Knight ic State of Illinois i Expires 06/21/2009

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JOINDER

FAMILY RESCUE DEVELOPMENT CORPORATION, an Illinois not-for-profit corporation, hereby joins in this Amendment for the purposes of: (a) confirming that the FRDC Environmental Indemnity is in full force and effect with respect to any City Environmental Indemnity (as such term is defined in the FRDC Environmental Indemnity) arising prior to the Effective Date and (b) authorizing special counsel on its behalf to render the opinion required by Lender under Section 9 of the Amendment.

> FAMILY RESCUE DEVELOPMENT **CORPORATION**, an Illinois not-for-profit

STATE OF ILLINOIS **COUNTY OF COOK**

Aroperty Ox Cook Colling top I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT David Offenberg personally known to me to be the President of FAMILY RESCUE DEVELOPMENT CORPORATION, an Illinois not-for profit corporation, the General Partner of RIDGELAND LIMITED PARTNERSHIP, an Illinois limited partnership, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered this it shument as his/her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 17th day of August, 2007.

"OFFICIAL SEAL" Francine L. McCormick

Notary Public State of Illinois My Commission expires on:_

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CONSENT AND ACKNOWLEDGMENT BY IMPROVEMENTS TRUST SUCCESSOR TRUSTEE

CHICAGO TITLE LAND TRUST COMPANY ("Successor Trustee"), as successor trustee to Steel City National Bank not personally but as Trustee under a Trust Agreement dated December 21, 1990 and known as Trust Number 3193 hereby consents to and acknowledges the Amendment. As to those Loan Documents to which Successor Trustee is a party as successor trustee, the Successor Trustee hereby represents that: (a) Successor Trustee has full power and authority to consent to and acknowledge this Amendment, (b) prior to the Effective Date the Successor Trustee has not transferred, assigned or hypothecated all or any part of its interest in or obligations under the Original Loan Documents, and (c) the Improvements Trust Assignment has not been released and is in full force and effect.

' O.				
Attest:	CHICAGO TITLE LAND TRUST COMPANY, not personally but as Successor Trustee as aforesaid			
The state of the s				
Attest:	By: dipula & Dame			
Printed Name:	Name: Lying S. Salar			
Title:	Its: ASST. VICE PRESIDENT			
ATTACHED EXCNERATION RIDER IS INCORPORATED HEREIN				
ACKN	<u>OWLEDGMENT</u>			
	C			
STATE OF ILLINOIS)	OUNEL STORY			
) SS.	4h.,			
COUNTY OF COOK)				
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	ny"), as successor trus e to Steel City National Bank			
not personally but as Trustee under a Trus	t Agreement dated December 21, 1990 and known as			
Trust Number 3193, and				
of the Company, who are personally kno	wn to me to be the same persons whose names are			
subscribed to the foregoing instrument	as such ASST. VICE PRESIDENTAl respectively,			
appeared before me this day in person ar	d acknowledged that they signed and aelivered said			
	act and as the free and voluntary act of sa'd Company,			
	the uses and purposes therein set forth; and said			
	acknowledged that _he, as custodian of the corporate			
	ate seal of said Company to said instrument as h			
	ee and voluntary act of said Company, as Successor			
Trustee as aforesaid, for the uses and purpo	ses therein set form.			
GIVEN under my hand and notarial	seal, this 22nd day of August, 2007.			
"OFFICIA SHERRITHE Notary Public, S	PEARSON VUTUUL JULIUS			
My commission expires: My Commission E				

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this sinstrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability if any, being expressly waived and released.

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CONSENT AND ACKNOWLEDGMENT BY LAND TRUST SUCCESSOR TRUSTEE

Successor Trustee, as successor trustee to Steel City National Bank not personally but as Trustee under a Trust Agreement dated February 13, 1991 and known as Trust Number 3129 hereby consents to and acknowledges the Amendment. As to those Loan Documents to which Successor Trustee is a party as successor trustee, Successor Trustee hereby represents that: (a) Successor Trustee has full power and authority to consent to and acknowledge this Amendment, (b) prior to the Effective Date the Successor Trustee has not transferred, assigned or hypothecated all or any part of its interest in or obligations under the Original Loan Documents, and (c) the Land Trust Assignment has not been released and is in full force and effect.

70_	CHICAC	GO TITLE LAND	TRUST COMPANY,
O _A	not perso	nally but as Successo	or Trustee as aforesaid
Attestation no rec	uired		0
Attest: oursuant to corporate	by-laws. By:	maa d.	Danie
Printed Name:	Name:	LYNDA S. BARRIE	
Title:	Its:	ASST. VICE PRESIDEN	T
	ATTACHED EXI	ONERATION RIDER IS	INCORPORATED HEREIN
	T		
	ACKNOWLED (<u>GMENT</u>	
STATE OF ILLINOIS)	C),	
)	SS.	46	
COUNTY OF COOK)		1/,	
Cantra & Cas	ent the ASS	T. VICE PRESIDENT	of CHICAGO TITLE
LAND TRUST COMPANY (t)			
not personally but as Trustee un			
Trust Number 3193, and	_	the	21, 1990 and known as
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appeared before me this day in	nerson and advances	ledged that they sig	, respectively,
instrument as their own free and			
	_		
as Successor Trustee as afore			
			stodian of the corporate
seal of said Company, did affix			
own free and voluntary act and			Company, as Successor
Trustee as aforesaid, for the uses	and purposes therein	n set forth.	
GIVEN under my	hand and notarial se	al, this <u>22th</u> d	ay of August, 2007.
**		******	
**	"OFFICIAL SEAL SHERRITHE PEARS		# Ital >
3	w. Dublin Ctota of H	lingie (COC)	whi Wells
. • M	y Commission Expires 04	1/12/11 Notary Public	
My commission expires:	**************************************		

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstar dieg, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

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Exhibit A **Legal Description**

Lots 8, 9, 10 and 11 in Block 7 in South Jackson Park subdivision of the North West 1/4 of the South West 1/4 of Section 24, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

COMMON ADDRESS:

6820-30 South Ridgeland Avenue

24-316

Proposition of Cooperation Clark's Office 20-24-310-017-0000

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