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ASSIGNMENT

FOR VALUE RECEIVED, ADVEST BANK, a Connecticut corporation, as Escrow Agent, does hereby grant, bargain, sell, convey and assign to USGI, INC. and its successors and assigns all its right, title and interest in and to that certain collateral and the instruments described in Attachments 1 and 2 attached hereto. This Assignment is made without representation or warranty of any kind by Advest Bank, except that Advest Bank warrants that it is hereby conveying all of the right, title and interest in said collateral and instruments previously conveyed to Advest Bank as Escrow Agent and that Advest Bank as Escrow Agent has not previously conveyed, assigned or released any interest in said collateral and instruments to any other person or entity.

ADVEST BANK
A Connecticut Corporation

By: *[Signature]*

Its: First Vice President & Trust Officer

Attest: *[Signature]*

Its: Executive Vice President

THIS INSTRUMENT PREPARED BY: STREET ADDRESS OF PROPERTY:

Wendell Davis, Jr., Esq.
Attorney at Law,
Emmet, Marvin & Martin
48 Wall Street
New York, New York 10005

1569 Teal Lane,
Wheeling, Illinois 60090

TAX PARCEL NO. 03-09-303-008

MAIL RECORDED INSTRUMENT TO:

Wendell Davis, Jr., Esq.
Emmet, Marvin & Martin
48 Wall Street
New York, New York 10005

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STATE OF CONNECTICUT

COUNTY OF *Hartford*.

} *SS Hartford*
}

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that *James A. Hurley III* personally known to me to be the *First Vice President* of ADVEST BANK, a Connecticut corporation, and *William F. Weaver*, personally known to me to be the *Executive Vice President* of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such *First Vice President* and *Executive Vice Pres.* of said corporation, they 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, as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this *28th* day of *November*, 1989.

Shirley A. Vaccaro

Notary Public

[NOTARY SEAL]

My Commission Expires: _____

My Commission Expires March 31, 1990

Cook County Clerk's Office

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ATTACHMENT 1

Project: Mallard Lake Apartments
Location: Wheeling, IL
Former FHA No. 071-35103

1) All collateral including, but not limited to, paragraphs 2), 3) and 4) and 5) hereinafter set forth, which is security for payment of a certain Mortgage Note dated October 1, 1971, in the original principal amount of \$9,822,300.00 (hereinafter such Mortgage Note and the indebtedness evidenced thereby is referred to as "Loan").

2) The Mortgage given by American National Bank and Trust Company of Chicago, as Trustee under Trust number 76103, and not individually, to Advance Mortgage Corporation on October 1, 1971, and securing the payment of the principal sum of \$9,822,300.00, which Mortgage was recorded October 13, 1971, in the records of Cook County, Illinois, as instrument number 21666832.

3) That certain Security Agreement by and between Advance Mortgage Corporation and American National Bank and Trust Company as Trustee under Trust No. 76103, and not individually, securing the principal sum of \$9,822,300, which Security Agreement was noted on June 29, 1973, by the filing of financing statement number 648059 in the Office of the Secretary of State of Illinois and by the filing of financing statement number 73035369 in the records of Cook County, Illinois, on June 26, 1973, and was also noted on November 7, 1985, by the filing of financing statement number 2065579 in the Office of the Secretary of State of Illinois and by the filing of financing statement number 8503337 in the Office of the Cook County Recorder of Deeds.

4) The HUD Indemnity Agreement dated March 30, 1984, the terms of which are incorporated herein by reference.

5) All instruments and documents which created and evidence USGI, Inc.'s rights and ownership in and to such Loan and all instruments and documents which secure the repayment of such Loan.

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ATTACHMENT 2

LOT 3 (EXCEPTING THEREFROM THE WEST 10.0 FEET OF SAID LOT DEDICATED FOR PUBLIC STREET PURPOSES PER INSTRUMENT DATED NOVEMBER 25, 1969, AS DOCUMENT 21021714) IN ZALE'S SUBDIVISION BEING A SUBDIVISION IN THE SOUTH EAST 1/4 AND THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN AND THE ABOVE DESCRIBED PARCEL BEING EQUIVALENT TO THE SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID PARCEL THE SOUTH 540.0 FEET OF THE WEST 410.0 FEET THEREOF AND ALSO EXCEPTING THE NORTH 350.0 FEET OF THE WEST 283.02 FEET OF SAID PARCEL AND EXCEPTING ALSO THOSE PARTS OR PORTIONS HERETOFORE DEDICATED FOR STREET OR ROAD PURPOSES IN ZALE'S SUBDIVISION, BEING A SUBDIVISION IN THE SOUTH EAST 1/4 AND THE SOUTH WEST 1/4 OF SAID SECTION 9 AND EXCEPTING ALSO FROM SAID SOUTH 1/2 OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 9, THAT PART OF LOT 3 IN ZALE'S SUBDIVISION AFORESAID DEDICATED FOR STREET PURPOSES PER DOCUMENT 21021714.

Cook County Clerk's Office