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COOK COUNTY, ILLINOIS
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ASSUMPTION AGREEMENT

This Assumption Agreement is made as of the 13th day of May, 1989, by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but solely as Trustee (hereinafter referred to as the "New Trustee") under Trust Agreement dated May 15, 1989 and known as Trust No. 106425-02 (hereinafter referred to as the "New Trust"), ELAINE R. BRONNER, JAMES BRONNER, WILLIAM E. BRONNER, and MOLLY L. ROSENBERG TRUST (hereinafter collectively referred to as the "New Beneficiary"), and CAPITOL BANKERS LIFE INSURANCE COMPANY (hereinafter referred to as "Lender").

W I T N E S S E T H:

WHEREAS, HARRY LANGER, JOYCE LANGER, RANDOLPH H. LANGER, WILLIAM PERKINS and SANDRA J. PERKINS (hereinafter collectively referred to as the "Original Beneficiary"), are the owners of one hundred (100%) percent of the rights, powers, privileges and beneficial interest under a certain Trust Agreement dated May 1, 1978, with Bank of Ravenswood, an Illinois corporation, as Trustee (hereinafter referred to as the "Original Trustee") and known as Trust No. 25-3263, and the Original Trustee is, subject to the transfer hereinafter described, the owner of fee simple title to the real

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THIS DOCUMENT PREPARED BY AND
AFTER RECORDING RETURN TO:
Robert K. Feldman
Katz Randall & Weinberg
200 North LaSalle Street
Suite 2300
Chicago, Illinois 60601

Box 333

KRW FILE No. 4568.010

COMMON PROPERTY ADDRESS:
4344-56 North Winchester and
1945-55 West Montrose
Chicago, Illinois

PERMANENT INDEX NUMBERS:
14-18-400-017
14-18-400-018

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estate and improvements located at 4344-56 North Winchester and 1945-55 West Montrose, Chicago, Illinois, and legally described on Exhibit "A" attached hereto and by this reference incorporated herein (said real estate and improvements are hereinafter collectively referred to as the "Property"); and

WHEREAS, the Original Trustee, at the direction of the Original Beneficiary, executed and delivered to Lender a Promissory Note dated as of March 15, 1986, and payable to Lender, in the original principal amount of EIGHT HUNDRED SIXTY-FIVE THOUSAND AND NO/100 ($865,000.00) DOLLARS (hereinafter referred to as the "Note"), evidencing a loan in such amount (hereinafter referred to as the "Loan") from Lender to the Original Trustee and the Original Beneficiary; and

WHEREAS, to secure payment of the Note, the Original Trustee, at the direction of the Original Beneficiary, executed and delivered to Lender a Mortgage and Security Agreement dated as of March 15, 1986 and recorded on March 26, 1986, with the Recorder of Deeds of Cook County, Illinois, as Document No. 86115386 (hereinafter referred to as the "Mortgage"), relating to the Property; and

WHEREAS, the Original Trustee and the Original Beneficiary have also heretofore executed and delivered to Lender other documents evidencing and securing the Loan as more particularly described on Exhibit "B" attached hereto and by this reference incorporated herein (such other documents, together with the Note and the Mortgage, are hereinafter collectively referred to as the "Loan Documents"); and

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WHEREAS, the Original Trustee and the Original Beneficiary desire to transfer title to the Property from the Original Trustee to the New Trustee, which transfer requires Lender's consent as provided in the Loan Documents; and

WHEREAS, the New Beneficiary is the sole beneficiary of the New Trust; and

WHEREAS, as a condition of Lender granting its consent, the New Trustee and the New Beneficiary are required to assume all of the obligations and liabilities of the Original Trustee and the Original Beneficiary, respectively, under the Loan Documents as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Assumption**. The New Trustee and the New Beneficiary hereby assume all of the obligations, duties, liabilities, conditions, rights, agreements and covenants of the Original Trustee and the Original Beneficiary, respectively, contained in and under the Loan Documents and agree to be bound and faithfully discharge, perform and observe in full, all of the obligations, duties, liabilities, conditions, agreements and covenants contained in the Loan Documents and to be performed, observed and discharged and do hereby remake and confirm all representations and warranties under the Loan Documents made by the Original Trustee and the Original Beneficiary,

respectively, as if the Original Trustee and the Original Beneficiary had executed same.

2. **Consent of Lender**. Lender hereby consents to the foregoing assumptions.

3. **Conditions to Effectiveness**. This Agreement shall be effective only upon the recording thereof and the satisfaction of all other conditions of Lender set forth in Exhibit "C" attached hereto and by this reference incorporated herein. The documents described in Paragraphs 1 and 2 of said Exhibit "C" shall be deemed to be "Loan Documents" for the purposes of the Loan.

4. **New Addresses**. All notices or demands in connection with the Loan Documents that are required to be sent or given to the "Borrower" or the "Beneficiary" shall be sent to the New Trustee or the New Beneficiary in accordance with the Loan Documents as follows:

If to the New Trustee: and Beneficiary	American National Bank and Trust Company of Chicago, Trustee under Agreement number 106425-02 c/o 150 North Wacker Drive Suite 1717 Chicago, Illinois 60606
with a copy to:	Greta Carl, Esq. Rosenthal & Schanfield 55 East Monroe Street 46th Floor Chicago, Illinois 60603

5. **One Time Transfer**. The transfer of title to the Property to the New Trustee and this Assumption constitute the one (1) time Transfer permitted under Paragraph 41 of the Mortgage, and from and after the date hereof, no further Transfers (as defined in the

Mortgage) shall be permitted without Lender's consent except as provided in Paragraph 41 of the Mortgage.

6. **Non-Recourse Obligation.** Notwithstanding anything contained herein to the contrary, neither New Beneficiary nor any other entity or individual shall have any personal liability for performance of the covenants and conditions contained herein or in the Loan Documents or any payments required thereunder; provided, however, that nothing contained herein is intended, nor shall it be construed, to prevent Lender from exercising and enforcing any remedy allowed at law or in equity or by any Loan Document except as expressly set forth therein.

7. **Laws of Illinois.** This Agreement shall be governed by and construed under the laws of the State of Illinois.

8. **Exculpation of New Trustee.** This Agreement is executed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but solely as Trustee under Trust Agreement dated May 15, 1989 and known as Trust No. 106425-02 in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO are undertaken by it solely as Trustee, as aforesaid, and not individually, and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be asserted or be enforceable against AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO by reason of any of the terms, provisions, stipulations, covenants and/or statements contained in this Agreement.

IN WITNESS WHEREOF, this Assumption Agreement has been duly executed as of the date first written above.

NEW TRUSTEE:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally or individually, but as Trustee under Trust Agreement dated May 15, 1989 and known as Trust No. 106425-02

ATTEST:

Its: Asst Secty

By:

Its: VP

NEW BENEFICIARY:

MOLLY R. ROSENBERG TRUST

By:

ELAINE R. BRONNER

JAMES BRONNER

WILLIAM E. BRONNER

LENDER:

CAPITOL BANKERS LIFE INSURANCE COMPANY

ATTEST:

Its: Secretary

By:

Its: Senior Vice President

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STATE OF ILLINOIS)
)
COUNTY OF C O O K)

I, KULA DAVIDSON, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that T. MICHAEL WHELAN, as VICE PRESIDENT and Peter Johansen, as ASSISTANT SECRETARY of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, as Trustee under Trust Agreement dated May 15, 1989 and known as Trust No. 106425-02, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such VICE PRESIDENT and ASSISTANT SECRETARY of said Bank, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this JUN 15 1989 day of May, 1989.

"OFFICIAL SEAL"
Kula Davidson
Notary Public, State of Illinois
My Commission Expires 12/26/90

Kula Davidson
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF C O O K)

I, _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, as General Partners of _____, appeared before me this day in person and acknowledged that they signed and sealed the said instrument as their own free and voluntary act and as the free and voluntary act of said _____, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of May, 1989.

_____
Notary Public

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STATE OF Wisconsin)
COUNTY OF Milwaukee)

I, Karisue Yanke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Frederic L. Broers, as Sr Vice President of CAPITOL BANKERS LIFE INSURANCE COMPANY, and L. John Ratzel, as Secretary of said Company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Sr Vice President and Secretary of said Company, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of ~~May~~ July, 1989.

Karisue Yanke
Notary Public
Commission Expires
4/14/91

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STATE OF Illinois)
COUNTY OF Cook) SS

I, Randi-Jo Chester, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that JAMES BRONNER appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of June, 1989.

"OFFICIAL SEAL"
RANDI-JO CHESTER
Notary Public, State of Illinois
Cook County
My Commission Expires June 1, 1991

Randi-Jo Chester
Notary Public

STATE OF Illinois)
COUNTY OF Cook) SS

I, Randi-Jo Chester, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that WILLIAM E. BRONNER appeared before me this day in person and acknowledged that he signed and sealed the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of June, 1989.

"OFFICIAL SEAL"
RANDI-JO CHESTER
Notary Public, State of Illinois
Cook County
My Commission Expires June 1, 1991

Randi-Jo Chester
Notary Public

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STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Randi Jo Chester, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that ELAINE R. BRONNER appeared before me this day in person and acknowledged that she signed and sealed the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 23rd day of June, 1989.

"OFFICIAL SEAL"
RANDI JO CHESTER
Notary Public, State of Illinois
Cook County
My Commission Expires June 1, 1991

Randi Jo Chester
Notary Public

STATE OF)
) SS
COUNTY OF)

I, Irene Dobosz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that First Nat'l Bank of Chicago by Jon C. Williams, Trustee of the MOLLY L. ROSENBERG TRUST appeared before me this day in person and acknowledged that she signed and sealed the said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 9th day of June, 1989.

Irene Dobosz
Notary Public

OFFICIAL SEAL
IRENE DOBOSZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. DEC. 19,1992

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EXHIBIT "A"

LOTS 1 TO 4 IN BLOCK 3 IN FOSTER'S MONTROSE BOULEVARD SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE NORTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF THE CHICAGO AND NORTHWESTERN RAILROAD RIGHT OF WAY AND EXCEPT STREETS HERETOFORE DEDICATED, REFERENCE BEING HAD TO THE PLAT OF SAID SUBDIVISION RECORDED MAY 9, 1905 AS DOCUMENT NO. 3692294, IN COOK COUNTY, ILLINOIS.

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EXHIBIT "B"

ASSIGNMENT OF RENTS MADE BY BANK OF RAVENSWOOD, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED MAY 1, 1978 AND KNOWN AS TRUST NUMBER 25-3263, TO CAPITOL BANKERS LIFE INSURANCE COMPANY, RECORDED MARCH 26, 1986 AS DOCUMENT 86115387.

SECURITY INTEREST OF CAPITOL BANKERS LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST NUMBER 25-3263, DEBTOR, AND RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON MARCH 26, 1986 AS NO. 86U08434.

SECURITY INTEREST OF CAPITOL BANKERS LIFE INSURANCE COMPANY, SECURED PARTY, IN CERTAIN DESCRIBED CHATTELS ON THE LAND, AS DISCLOSED BY FINANCING STATEMENT EXECUTED BY HARRY LANGER, JOYCE LANGER, RANDALL H. LANGER, WILLIAM PERKINS AND SANDRA J. PERKINS, DEBTORS, AND RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS ON MARCH 26, 1986 AS NO. 86U08435.

SECURITY INTEREST OF CAPITOL BANKERS LIFE INSURANCE COMPANY, IN CERTAIN PERSONAL PROPERTY, AS PROVIDED IN THE CERTAIN FINANCING STATEMENT EXECUTED BY BANK OF RAVENSWOOD, AS TRUSTEE UNDER TRUST NUMBER 25-3263, DEBTOR AND FILED WITH THE ILLINOIS SECRETARY OF STATE ON MARCH 28, 1986 AS DOCUMENT NUMBER 2120747.

SECURITY INTEREST OF CAPITOL BANKDERS LIFE INSURANCE COMPANY, IN CERTAIN PERSONALY PROPERTY, AS PROVIDED IN THAT CERTAIN FINANCING STATEMENT EXECUTED BY HARRY LANGER, JOYCE LANGER, RANDALL H. LANGER AND WILLIAM PERKINS, DEBTORS THEREUNDER AND FILED WITH THE ILLINOIS SECRETARY OF STATE ON MARCH 28 AS DOCUMENT NUMBER 2120967.

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EXHIBIT "C"

CONDITIONS TO ASSUMPTION

1. Execution and delivery by the New Trust and New Beneficiary of UCC-3 Financing Statements.

2. Endorsement to Lender's existing Loan Policy No. 70-37-518 dated April 5, 1986 issued by Chicago Title Insurance Company covering the recording of the Assumption Agreement and Subordination Agreement for junior financing.

3. Payment of all costs and expenses, including attorneys' fees, incurred by Lender.

4. Delivery of an updated Certified Rent Roll for the Property.

5. Such other matters as Lender may reasonably request.