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ASSIGNMENT

THIS ASSIGNMENT (this "Assignment") made this 21st day of February, 1990, by RESOLUTION TRUST CORPORATION, RECEIVER FOR BENJAMIN FRANKLIN SAVINGS ASSOCIATION, a Texas savings and loan association, to and in favor of BENJAMIN FRANKLIN FEDERAL SAVINGS ASSOCIATION, a federal mutual savings and loan association having its principal place of business at 5444 Westheimer, Houston, Texas 77056.

WITNESSETH:

WHEREAS, on March 8, 1989, the Federal Home Loan Bank Board (the "Bank Board"), by Resolution No. 89-710P, appointed Federal Savings and Loan Insurance Corporation ("FSLIC") as Conservator for Benjamin Franklin Savings Association, Houston, Texas (the "Association"); and

WHEREAS, on June 29, 1989, FSLIC was appointed sole Receiver for the Association pursuant to Resolution No. 89-668P adopted by the Bank Board on June 28, 1989, with surrender of possession of the Association to FSLIC as Receiver by letter dated June 29, 1989; and

WHEREAS, pursuant to that certain Acquisition Agreement dated June 29, 1989 (the "Acquisition Agreement"), and Resolution No. 89-1671P dated June 28, 1989, FSLIC, as Receiver for the closed Association, sold, conveyed, transferred and assigned to Benjamin Franklin Federal Savings Association, a newly chartered federal mutual savings and loan association ("Benjamin Franklin Federal"), substantially all of the assets of the closed Association; and

WHEREAS, pursuant to the Financial Institutions Reform, Recovery, and Enforcement Act of 1989, effective as of August 9, 1989, Resolution Trust Corporation ("RTC") has succeeded to the position of FSLIC as Receiver for the closed Association; and

WHEREAS, pursuant to and in confirmation of the terms of the Acquisition Agreement, RTC, as Receiver for the closed Association, intends to transfer, assign, grant and convey to Benjamin Franklin Federal all of the notes held by the closed Association and the indebtedness evidenced thereby, together with all of the mortgages, liens and other rights, interests, documents and instruments securing or evidencing such notes and indebtedness (including, without limitation, those specifically identified in this Assignment).

NOW, THEREFORE, be it known that for and in consideration of the foregoing premises, and the sum of TEN DOLLARS (\$10), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

RESOLUTION TRUST CORPORATION, RECEIVER FOR BENJAMIN FRANKLIN SAVINGS ASSOCIATION, has granted, bargained, sold, assigned, conveyed, transferred and set over,

THIS INSTRUMENT WAS PREPARED BY AND UPON RECORDING SHOULD BE RETURNED TO:

M. Bree Nesbitt, Esq.
Hebb & Gitlin
A Professional Corporation
One State Street
Hartford, Connecticut 06103

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and does hereby grant, bargain, sell, assign, convey, transfer and set over, unto the aforesaid **BENJAMIN FRANKLIN FEDERAL SAVINGS ASSOCIATION** all of its right, title and interest, whether as mortgagee, secured party, payee or otherwise, in, arising under, or pursuant to the following instruments:

- (1) that certain Mortgage and Security Agreement (the "Mortgage") from First Illinois Bank of Evanston, N.A., ("Trustee"), not individually but as trustee under a Trust Agreement dated May 24, 1984, and known as Trust No. R-3014 (the "Trust"), in favor of Security Capital Credit Corporation ("SCCC") dated August 3, 1984, and recorded on August 7, 1984, in the Office of the Register of Deeds in and for Cook County, Illinois (the "Office of the Register"), as Document No. 27204063, which Mortgage was assigned to the Association by a certain Assignment of Mortgage and Security Agreement and Assignment of Leases and Rents (the "Assignment of Security Documents") dated August 9, 1984, and recorded on August 15, 1984, in the Office of the Register as Document No. 27215171; which Mortgage was amended by that certain Modification Agreement dated October 1, 1986, and recorded on December 26, 1986, in the Office of the Register as Document No. 86619788; was further amended by that certain Second Modification Agreement dated June 30, 1987, and recorded on December 7, 1987, in the Office of the Register as Document No. 87645937; was further amended by that certain Third Modification Agreement dated December 31, 1987, and recorded on March 23, 1988, in the Office of the Register as Document No. 88118886; was further amended by that certain Fourth Modification Agreement dated June 30, 1988, and recorded on November 4, 1988, in the Office of the Register as Document No. 88510530; and was yet further amended by that certain Fifth Modification Agreement dated December 22, 1988, and recorded on January 11, 1989, in the Office of the Register as Document No. 89015675;
- (2) that certain Assignment of Leases and Rents from Trustee and Arnold H. Dwinn, Leonard E. Wineburgh, Susan Pearson, Andrew Wineburgh and Ruth Sullivan, the then holders and owners of one hundred percent (100%) of the beneficial interest in the Trust, to SCCC, dated August 3, 1984, and recorded on August 7, 1984, in the Office of the Register as Document No. 27204064, which Assignment of Leases and Rents was assigned to the Association by the Assignment of Security Documents;
- (3) those certain Form UCC-2 Financing Statements recorded on August 8, 1984, in the Office of the Register as Documents No. 84 27346, No. 84 27347, No. 84 27348, and No. 84 27349; and those certain Form UCC-2 Financing Statements recorded on August 10, 1984, in the Office of the Register as Documents No. 84 27623 and No. 84 27624; and
- (4) any and all other documents or agreements relating to the indebtedness evidenced by that certain Secured Promissory Note (the "Note") in the original principal sum of Four Million Eight Hundred Thousand Dollars (\$4,800,000), dated August 3, 1984, made and executed by Trustee in favor of SCCC, which Note is being endorsed and negotiated for value to the aforesaid Benjamin Franklin Federal Savings Association;

all relating to certain premises described in Schedule A attached hereto and incorporated herein by this reference.

TOGETHER WITH the Note, as described in and secured by the Mortgage, all indebtedness and other claims evidenced or secured by the Note or by any of the other instruments described in this Assignment, and any and all guaranties of all or any part of any such indebtedness or claims.

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TO HAVE AND TO HOLD the same unto the aforesaid Benjamin Franklin Federal Savings Association and its successors and assigns forever.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed as of the day and year first above written.

WITNESSED BY:

RESOLUTION TRUST CORPORATION,
RECEIVER FOR BENJAMIN
FRANKLIN SAVINGS ASSOCIATION

Richard Davis

By Charles L. Duncan

Paul Dana O'Hara

as Managing Agent for Resolution Trust
Corporation, Receiver

STATE OF TEXAS)
COUNTY OF HARRIS) ss:

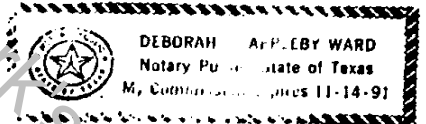
February 26th 1990

The foregoing instrument was acknowledged before me this 26th day of February, 1990 by (name of officer) Charles L. Duncan, (title of officer) Managing Agent of (name of corporation) Benjamin, Franklin, FSA, an ~~Illinois~~ Illinois corporation, on behalf of the corporation. a Texas

Deborah Appleby Ward

Notary Public/
Commissioner of the Superior Court
My Commission Expires:

[SEAL]



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SCHEDULE A

[Property Description]

Parcel 5 (2212 Palmer Drive, Schaumburg, Illinois)

That part of Lot 9 in Tollway Industrial Park, being a subdivision of part of the east 1/2 of Section 33 and part of the west 1/2 of Section 34, Township 42 north, Range 10 east of the third principal meridian, in Cook County, Illinois, described as follows:

Beginning at the easternmost corner of said Lot 9, being the intersection of the southerly line of Palmer Drive with the westerly line of Hammond Drive; thence south westward along the said westerly line of Hammond Drive, south 21 degrees 40 minutes 34 seconds west, a distance of 320 feet to the southernmost corner of said Lot 9; thence north westward along the southerly line of said Lot 9, north 74 degrees 35 minutes 36 seconds west, a distance of 310.00 feet; thence north 15 degrees 31 minutes 09 seconds east, a distance of 375.91 feet to a point on a curved line being the southerly line of Palmer Drive; thence south easterly along the said curved line convex to the south west of 740.48 feet in radius for an arc length of 172.01 feet to a point of tangency; thence south easterly along the southerly line of Palmer Drive, being tangent to the last described curve, south 68 degrees 19 minutes 26 seconds east, a distance of 177.99 feet to the point of beginning, in Cook County, Illinois.

Property of Cook County Clerk's Office

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