



This instrument prepared by: After Recording return to:

Arnstein & Lehr
120 South Riverside Plaza
Suite 1200
Chicago, Illinois 60606
Raymond J. Werner
#07877-0022

Morgan, Lewis & Bockius
801 South Grand Avenue
Los Angeles, CA 90017
Attn: J. Dean Heller

DEPT-01 RECORDING \$31.50
#7777 TRAM 1028 08/21/92 16 16-00
#2064 # 92-623905
COOK COUNTY RECORDER

ASSIGNMENT AND ASSUMPTION OF PARKING AGREEMENT

This Assignment and Assumption Agreement is made this August 20, 1992 by and between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally, but as Trustee under Trust Agreement dated January 30, 1990 and known as Trust Number 109385-04 (the "Assignor") and LASALLE NATIONAL TRUST, N.A., not personally but as Trustee under Trust Agreement dated August 17, 1992 and known as Trust Number 117232 (the "Assignee") whereby the Assignor as required by that certain Purchase and Sale Agreement by and between Assignor, Hotel Rosemont Service Corporation and Lowe Enterprises, Inc., a California corporation, dated as of June 19, 1992, as amended, and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby sells, transfers, assigns, conveys and sets over unto Assignee all of the right, title and interest the Assignor has in, to or arising under that certain Lease and Operating Agreement dated as of October 3, 1985 by and between the Village of Rosemont and American National Bank and Trust Company of Chicago, not personally, but as Trustee under Trust Agreement dated August 1, 1985 and known as Trust Number 65403, recorded October 3, 1985 as Document Number 85218947 in Cook County, Illinois (the "Parking Lease"), and assigned to Assignor by that certain Assignment of Parking Lease dated June 15, 1990 and recorded June 22, 1990 as Document Number 90299076 in Cook County, Illinois, as amended and restated in that certain Agreement for Use and Operation of Parking Facility dated August 17, 1992 between the Village of Rosemont, the Assignee and the Assignor, recorded August 20, 1992 as Document Number 92-618003 in Cook County, Illinois (collectively, the "Parking Agreement"), pertaining to the real property described on Exhibit A attached hereto and made a part hereof (the "Property").

Assignor hereby agrees to indemnify Assignee against, and hold Assignee harmless from any and all costs, liability, loss, damage or expense, including without limitation, reasonable attorneys' fees and court costs, relating to any of the Assignor's obligations under the Parking Agreement arising or accruing in connection with the operation of the Property prior

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2 of 4 Documents (GLG-E-221) - Order No. H449-3881 (CLTIC)

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to the giving of this Assignment other than any liability for real estate taxes levied on the use of the parking facilities pursuant to the Parking Agreement or by operation of law; provided, however, such indemnification shall not include claims arising out of events that occurred in connection with the operation of the Property by any predecessor owner of the Property.

The Assignee hereby accepts the foregoing assignment of the Parking Lease, and assumes the obligations of the Assignor accruing thereunder after the giving of this Assignment.

Further, Assignee agrees to indemnify the Assignor against, and hold Assignor harmless from any and all costs, liability, loss, damage or expense, including without limitation, reasonable attorneys fees and court costs, relating to the Assignor's obligations under the Parking Agreement which arise or accrue in connection with the operation of the Property after the giving of this Assignment.

In the event that either party resorts to litigation, arbitration, or any alternative dispute resolution process to enforce its rights pursuant to this Assignment, the successful party shall be entitled to recover its reasonable attorneys fees and costs incurred in connection therewith.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns.

This Agreement is executed by ^{LA SALLE NATIONAL TRUST, N.A. and} American National Bank and Trust Company of Chicago, not personally, but solely as Trustee aforesaid, in exercise of power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by Trustee are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against Trustee by reason of any of the terms, provisions, stipulations, covenants and statements contained in this Agreement.

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In witness whereof, the parties have executed this Assignment and Assumption Agreement as of the date set forth above.

ASSIGNOR:

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
not personally, but as
Trustee aforesaid

By: [Signature]
Its: ASSISTANT SECRETARY

ATTEST:

By: [Signature]
Its: TRUST OFFICER

ASSIGNEE:

LASALLE NATIONAL TRUST, N.A.,
not personally, but as
Trustee aforesaid

By: [Signature]
Its: [Signature]

ATTEST

By: [Signature]
Its: SECRETARY

Cook County Clerk's Office

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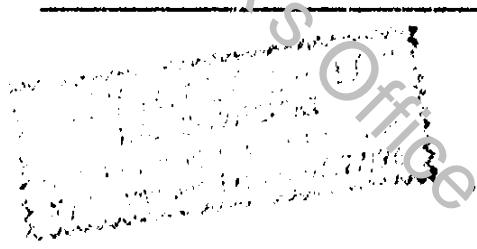
State of Illinois)
) SS:
County of Cook)

I, L. M. SOJANSKI, a Notary Public in and for the County and State aforesaid, do hereby certify that GEORGE S. KAPRYK President of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, an National Banking Association corporation and Julia M. Lutkus, TRUST OFFICER Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and TRUST OFFICER Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and said TRUST OFFICER Secretary did then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation, to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 1992.

L. M. Sojanski
Notary Public

My Commission Expires:



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State of Illinois)
County of Cook) SS:

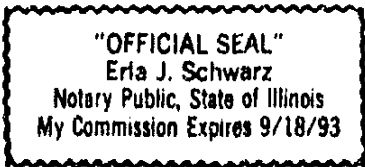
I, Erla J. Schwarz, a Notary Public in and for the County and State aforesaid, do hereby certify that Joseph W. Lang, Senior Vice President of LASALLE NATIONAL TRUST, N.A. an National Banking Assn. corporation and Rosemary Collins, Assistant Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Senior Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth; and said Assistant Secretary did then and there acknowledge that she, as custodian of the corporate seal of said corporation, did affix the corporate seal of said corporation to said instrument as her own free and voluntary act and as the free and voluntary act of said corporation, as Trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 20th day of August, 1992.

Erla J. Schwarz
Notary Public

My Commission Expires:

9/18/93



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

THE WEST 307.5 FEET OF THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTH WEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.89 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS;

PARCEL 2:

THAT PART OF LOT 1 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WEST OF A LINE AT RIGHT ANGLES TO THE NORTH LINE OF SAID LOT 1, 249.83 FEET EAST OF THE NORTH WEST CORNER OF SAID LOT 1, IN COOK COUNTY, ILLINOIS;

PARCEL 3:

THAT PART OF LOT 2 IN ROSEMONT-WILLIAM STREET ADDITION, BEING A SUBDIVISION OF PART OF LOT 2 IN HENRY HACHMEISTER'S DIVISION IN THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING NORTH OF A LINE DRAWN OVER A POINT OF THE WEST LINE OF SAID LOT, 53.65 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT TO THE NORTHEAST CORNER OF SAID LOT IN COOK COUNTY, ILLINOIS.

Common Address: 5500 River Road, Rosemont, Illinois 60018

Property Index Numbers: 12-10-100-114
12-10-100-103
12-10-100-090
12-10-100-093

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