NOTE:

This Assignment is intended to cover all of the Property described in the original Mortgage, the correct legal description to which is attached hereto as Exhibit A.

92768651

ASSIGNMENT

THIS ASSIGNMENT, made and entered into as of the 29th day of September, 1992, by and between BANK ONE, COLUMBUS, N.A. (formerly known as Bank One of Columbus, N.A.), whose address is 100 East Broad Street, Columbus, Ohio, and in its capacity as trustee under the Trust Indenture (the "Prior Indenture"), dated as of August 15, 1982, securing the Chicago Metropolitan Housing Development Corporation's MBIA-Insured Mortgage Revenue Bonds, Series 1982B (FFA Insured Mortgage Loans-Section 8 Assisted Projects) (the "Trior Bonds") hereinafter called "Assignor," and BANK ONE, COLUMBUS, N.A., as Trustee, with respect to the Refunding Bonds (as defined below), hereinafterpartuh MRCSROING \$45,50 successors and assignees called "Mortgagee". T45555 TRAN 8289 10/15/92 14:56:00 43957 \$ E *-92-768651 COOK COUNTY RECORDER

WITNESSETH:

WHEREAS, United of America Bank, as Trustee under a Trust Agreement dated January 25, 1980, and known as Trust No. 1245 and not individually has executed and delivered to Assignor a certain Mortgage Note, dated as of September 1, 1982 (the "Mortgage Note"), in the original principal amount of \$3,779,900.00 and secured by a Mortgage (the "Mortgage") of even date therewith, recorded with the Cook County, Illinois Recorder of Deeds, as noted on Exhibit B which is attached hereto, covering certain real property situated in the City of Chicago, County of Cook, Illinois; and

WHEREAS, the loan evidenced by the Mortgage Note and secured by the Mortgage was financed by the proceeds of the Prior Bonds, and the Mortgage Note and Mortgage have been heretofors held and owned by Assignor as trustee for the owners of the Prior Fonds, and have been pledged to the payment of the Prior Bonds; and

WHEREAS, in conjunction with the refunding of the Prior Bonds, the parties desire that the Mortgage Note and Mortgage be assigned to Mortgagee, as trustee (the "Trustee") under the trust indenture (the "Indenture") authorizing the issuance of and securing the Chicago Metropolitan Housing Development Corporation's \$22,600,000 Housing Development Revenue Refunding Bonds (FHA-Insured Mortgage Loans - Section 8 Assisted Projects), Series 1992B and any other bonds issued thereunder (the "Refunding Bonds").

Property of County Clerk's Office

NOW, THEREFORE, in consideration of the premises and of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt of which is hereby acknowledged by all parties hereto, the parties hereby agree as follows:

- Assignor hereby sells, assigns, transfers, and sets over to Mortgagee (without recourse) the Mortgage Note and all of its right, title and interest in the Mortgage, and all sums of money due and to become due thereon, as well as any and all security agreements or other documents ancillary to the Mortgage Notes and Mortgage transaction and all escrow and reserve deposits of any kind or nature held by Assignor on account of or pursuant to the Mortgage Note, Mortgage or any document ancillary thereto. Mortgagee accepts such assignment and agrees to act as mortgagee pursuant to the terms of such documents.
- Nothing herein contained shall in any way impair the Mortgage Note, the Mortgage or any other security now held for the indebtedness evidenced by the Mortgage Note and secured by the Mortgage or alter waive, vary or affect any provision, condition, or covenant therein, except as herein specifically provided, or affect or impair any rights, powers or remedies under the Mortgage Note or the Mortgage, the parties intending that the terms and provisions of the Mortgage Note and the Mortgage shall continue in full force and effect.
- This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, tut. but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Assignor and the Mortgagee have caused this instrument to be executed by their duly authorized officers, as of the date first above mentioned.

ASSIGNOR:

BANK ONE, COLUMBUS, N.A. as Trustee for the Prior Bonds

By: Not Authorized Signer

MORTGAGEE:

BANK ONE, COLUMBUS, N.A. as Trustee for the Refunding Bonds

By: Authorized Signer

County Clark's Office

This instrument prepared by and after recording return to:

John A. Janicik, Esq. Mayer, Brown & Platt 190 South LaSalle Street Chicago, Illinois 60603



The or County Clerk's Office

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STATE OF Illinois ss: COUNTY OF Cook

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of September, 1992 personally appeared Marianne DeVictor, to me known to be the identical person who subscribed the name of Bank One, Columbus, N.A., Columbus, Ohio as Trustee for the Prior Bonds, to the foregoing instrument, as an authorized signer, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such Trustee, for the uses and purposes therein set forth.

The Or Cook County Clark's Office Given under my hand and notarial seal this 29th day of September, 1992,

And the state of t

STATE OF Illinois SS: COUNTY OF Cook

Before me, the undersigned, a Notary Public in and for said County and State on this 29th day of September, 1992 personally appeared Marianne DeVictor, to me known to be the identical person who subscribed the name of Bank One, Columbus, N.A., Columbus, Ohio as Trustee for the Prior Bonds, to the foregoing instrument, as an authorized signer, and acknowledged to me that she executed the same as her free and voluntary act and deed and as the free and voluntary act and deed of such Trustee, for the uses and purposes therein set forth.

The Column Clark's Office Given under my hand and notarial seal this 29th day of September, 1992.

County Clark's Office

EXHIBIT A

PARCEL I

Lot 50 and that part of Lots 51 and 52 in Murray Wolbach's addition to South Shore in the Northwest 1/4 ct Section 25, Township 38 North, Range 14, East of the Third Principal Meridian lying North of a line described as follows:

Commencing at a point in the West line of said Lot 51 which is 27 feet South of the North West corner of said Lot 51; running thence East parallel with the South line of said Lot 51 a distance of 66 feet 1-3/4 inches and thence in a Southeasterly direction to a point in the East line of said Lot 52 which is 10 feet 4 inches South of the Northeast corner of said Lot 52 in Cook County, Illinois.

PARCEL II:

Lot 34 (except the North 21 1/2 feet thereof) and all of Lots 31, 32 and 33 in Murray Wolbach's Addition to South Shore in the North Wash quarter of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cross County, Illinois.

PARCEL III:

Lots 37 and 38 in Christopher Columbus Addition to Jackson Frik being a subdivision of Blocks 4 and 5 in G.W. Clark's subdivision of the East 1/2 of the North West 1/4 of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL IV:

Lot 1 and the North 1/2 of Lot 2 in Bryant's Subdivision of Lots 5 and 8 in Conrad Seipp's Subdivision of the West 1/2 of the North West 1/4 of Section 25, Township 38 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PARCEL V:

Lots 34, 35 and 36 in Christopher Columbus Addition to Jackson Park, being a subdivision of Blocks 4 and 5 in G. W. Clark's Subdivision of the East half of the North West quarter of Section 25, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

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EXHIBIT B

A mortgage to secure an indebtedness in the amount stated herein:

Mongrigor:

United of America Bank, not individually, but solely as Trustee under Trust Agreement dated January 25, 1980 and known as Trust No. 1245.

Mortgagee:

Bank One of Columbus, N.A., a national banking association, existing under the laws of the United States, as Trustee under a certain Trust Agreement dated August 15, 1982 between the Trustee, First National Bank of Chicago, Co-Trustee, and the Chicago Metropolitan Housing Development Corporation.

Dated:

September 1, 1982

Recorded:

September 20, 1982

Document:

26356392

Amount:

\$3,779,900.00

And modified by Modification Agreement:

Dated:

May 18, 1984

Recorded:

May 18, 1984

Document:

27092316

Mod. Amount: \$3,389,500.00

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