ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 1st day of March, 1993 by Margaret M. Quitter and Raymond Quitter (hereinafter called "Beneficiary") and Heritage Trust Company, an Illinois corporation, as Trustee under a Trust Agreement dated February 24, 1993 and known as Trust Number 93-4819 (hereinafter called "Trust") in favor of Tinley Park Limited Partnership, an Illinois limited partnership (hereinafter called "Mortgagee").

WITNESSETH:

WHEREAS, Beneficiary is the owner of the beneficial interest in the Trust which said Trust is about to become (subject to the Mortgages consent) the owner of the real estate commonly known as 16539 Jean Laca, Tinley Park, Illinois and legally described on attached Exhibit "A" (hereinafter called the "Property"), which is subject to a Fort Purchase Money Illinois Wraparound Mortgage (hereinafter called the "Mortgage") dated April 15, 1992 and recorded in the Office of the Cook County Recorder of Deeds as Document Number 92279366 securing a loan (hereinafter called the "Loan") in the amount of \$184,000.00;

WHEREAS, said Loan is evidenced by a certain Part Purchase Money Wraparound Installment Note ("Note") dated April 15, 1992 in the original principal amount of \$184.000.00 and is further secured by a Junior Assignment of Leases and Rents ("Junior Assignment of Leases and Rents") also dated April 15, 1992 and recorded in the Office of Cook County Recorder of Deeds, Document Number 92275567, a Security Agreement—Chattel Mortgage dated April 15, 1992 ("Security Agreement") and Subrogation Agreement ("Subrogation Agreement") dated April 15, 1992 and recorded in the Office of Cook County Recorder of Deeds, Document Number 92311430;

WHEREAS, the Trust has agreed with the Moregagee to assume the liability of American National Bank of Lansing, not personally but as Trustee under a Trust Agreement dated May 21, 1979 and known as Trust Number 2040-223 (hereinafter called "Maker") under the Note, Mortgage, Junior Assignment of Leases and Rents and Subrogation Agreement; and

WHEREAS, Beneficiary has agreed with the Mortgages to assume the liability of Henryk Gaj, Janina Gaj, Robert Biegun and Baloara Biegun (collectively hereinafter called the "Borrowers") under all of the documents which said parties executed and which secure or relate to the Loan all for the purpose of obtaining the consent of the Mortgages to the acquisition by the Trust of title to the Property.

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NOW THEREFORE, pursuant to the agreement described above and for the purpose of obtaining the consent of the Mortgagee to the acquisition by the Trust of the Property, the parties hereto agree as follows:

- 1. The Trust hereby assumes liability for the performance of all acts required or agreed to be performed by Maker under the Note, Mortgage, Junior Assignment of Leases and Rents and Subrogation Agreement
- 2. The Beneficiary hereby assumes direct, primary, and unconditional liability for the performance of all acts required or agreed to be performed by Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun under the following described inscruments:
 - a. Part Purchase Money Wraparound Installment Note
 b. Part Furchase Money Illinois Wraparound Mortgage

c. Junior Assignment of Leases and Rents

- d. Security Agreement (Chattel Mortgage) dated April 15, 1992 by Henryk Get, Janina Gaj, Robert Biegun and Barbara Biegun
- e. Subrogation Agreement dated April 15, 1992 by Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun
- 3. Mortgagee hereby releases Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun from any further liability under the Note, Mortgage, Junior Assignment of Leases and Renta, Security Agreement and Subrogation Agreement.

THE LIABILITY of the persons signing this Agreement as Beneficiary shall be the joint and several liabilities of each of them.

BENEFICIARY:

Margaret M. Quitter

Raymond Ouitter

*TRUST: NOT PERSONALLY, BUT AS TRUSTEE

HERITAGE TRUST COMPANY as Trustee of Aforesaid

By: Its:

By:_/

Assistant Secretary

SEE RIDER ATTACHED

AGREED AND ACCEPTED

Tinley Park Limited Partnership an Illinois limited partnership By: Inland Real Estate Investment Corporation

Its: General Partner

SEE ATTACHED PAGE 2A

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NOW THEREFORE, pursuant to the agreement described above and for the purpose of obtaining the consent of the Mortgagee to the acquisition by the Trust of the Property, the parties hereto agree as follows:

- The Trust hereby assumes liability for the performance of all acts required or agreed to be performed by Maker under the Note, Mortgage, Junior Assignment of Leases and Rents and Subrogation Agreement
- direct, primary, hereby assumes Beneficiary unconditional liability for the performance of all acts required or agreed to be performed by Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun under the following described instruments:
 - Part Purchase Money Wraparound Installment Note Part Purchase Money Illinois Wraparound Mortgage a.

b.

Junior Assignment of Leases and Rents Security Agreement (Chattel Mortgage) dated April 15, 1992 d. by Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun Subrogation Agreement dated April 15, 1992 by Henryk Gaj,

Janina Gaj, Robert Biegun and Barbara Biegun

3. Mortgagee hereby releases Henryk Gaj, Janina Gaj, Robert Biegun and Barbara Biegun from any further liability under the Note, Mortgage, Junior Assignment of Leases and Rents, Security Agreement and Subrogation Agreement.

signing this Agreement as THE LIABILITY of the persons signing this Agreement as Beneficiary shall be the joint and saveral liabilities of each of them.

BENEFICIARY.

TRUST: HERITAGE TRUST COMPANY as Truster as aforesaid

Margaret M. Quitter	Byı	
	Its	O _x
Raymond Quitter	By: Its: Assistant	Secretary
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AGREED AND ACCEPTED

Tinley Park Limited Partnership an Illinois limited partnership

By: Inland Real Estate Investment Corporation

Its: General Partner

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STATE OF ILLINOIS	
COUNTY OF COOK	
I, ANNE M. MARCHERT	, a Notary Public, in an te aforesaid, do hereby certify that , Vice President of Heritage Trus
LINDA CHE LUTA	. Vice President of Heritage Trus
Company, who are personall	y known to me to he the same persona whose
President and Assistant Se	the foregoing instrument as such Vicoretary, respectively, appeared before m
this day in person and ac	knowledged that they signed and delivered ir own free and voluntary act and as the
free and voluntary act of	said Company, as Trustee as aforesaid, fo
Genratary toan and there	erein set forth; and the said Assistan acknowledged that, as custodian of the
comporate 452 of said Con	pany, did affix the corporate seal of said as his/her own free and voluntary act an
as the free and voluntar	y act of said Company, as Trustee, a d purposes therein set forth.
Given under my hand an HAKCH , 1953	d notarial seal, this 5 day of h.D.
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"OFFICIAL SE ANNE M. MARI	Notary Public
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STATE OF ILLINOIS)	<u>C'</u>
COUNTY OF	
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Raymond Ouitter and Margar	nt Ouitter permonally known to me to be
instrument, appeared before	names are subscribed to the foregoing me this day in person and acknowledge
free and voluntary act for	nd delivered the said instrument as Their the uses and purposes therein set forth.
Given under my hand no MCWCM , 1993 A	tarial seal this 3rd day of .D.
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STATE OF ILLINOIS) COUNTY OF DUPAGE adain a Masters for said County in the State aforesaid, do hereby certify that , a Notary Public, of Inland Real Investment Corporation, general partner of Tinley Park Limited Partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument as such appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth. Given order my hand and notarial seal, this 44 day of 1993 A.D. ma arc COMPLET ON SEAL NOTARY PUBLIC, STATE OF ILLINOIS COMMISSION EXPIRES Pr. Clarks Office Property: 16639 Jean Lane, and Tinley Park, IL This instrument prepared by mail to: Kathleen McGuire Associate Counsel The Inland Group, Inc. 2901 Butterfield Robo Oak Brook, IL 605216

COOK COOK

Exhibit "A"

Lots 48 and 49 in Sieclar Subdivision, being a subdivision of part of the Southwest Quarter of the Southwest Quarter of Section 19, Township 36 North, Range 13 East of the Third Principal Meridian in Cook County, Illinois

Commonly known as: 16639 Jean Lane, Tinley Park, IL

N. 28Proposition of Cook Colling Clark's Office

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Property of Cook County Clerk's Office

RIDER

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary not withstanding, that each and all of the warranties, indomnities, representations, covenants, undertexings and agreements herein made on the part of the Trustee purporting warranties, in form to the indomnities, representations, covenants, undertakings and agreements of said Trustee, are neverthaless, each and every one of them, made and intended not de personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and incended for the purpose of only that portion of the trust property specifically described herein, instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that ro parsonal responsibility is assumed by nor shall at any time be asserted or enforceable against Heritage Trust Company, under said Trust Agreement on account of this -53 instrument indemnity, on account any warranty, or representation, covenant, undertaking or agreement of the said Trustee in this instrument contained wither expressed or implied, .n., Clarts Office all such personal liability, if any, paing expressly waived and raleased.

HERITAGE TRUST COMPANY

Property of Cook Course Clerk's Office