QUITCLAIM ASSIGNMENT OF LEASES, CONTRACTS, PERMITS AND OTHER RIGHTS

THIS AGREEMENT is dated this 26 day of January, 1993 by and between SALVATORE J. DIMUCCI, ANTHONY P. DIMUCCI, and ROBERT J. DIMUCCI (collectively the "Assignor") and ALPINE APARTMENTS PARTNERS, an Illinois general partnership (the "Assignee").

WITNESSETH:

WHEREAS, Assignor desires to transfer all of its right, title and interest, if any, in and to that certain property described in Exhibit "A" attached hereto (the "Property") and Assignee desires to acquire all of Assignor's right, title and interest in and to that Property in accordance with the terms of the Settlement Agreement;

WHEREAS, in connection with the foregoing transfer, Assignor desires to assign and Assignee desires to acquire, all of Assignor's right, ticre and interest under any of the leases (the "Leases"), contracts (the "Contracts"), permits (the "Permits") and other miscellaneous agraements ("Agraements") affecting the Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) by each party hereto to the other in hand paid, the receipt of which is hereby acknowledged, and for other good and valuable consideration, the parties hereto agree and covenant as follows:

- 1. Assignor assigns to Assignee, effective October 1, 1992 (the "Effective Date") all of Assignor's right, title and interest, if any, in and to any Leases, Contracts (including, but not limited to service contracts and employment contracts), Permits and other miscellaneous Agreements, together with the benefit of each and every of the rights, covenants and other provisions therein contained.
- 2. This Assignment is made by the Assignor and accepted by the Assignee, subject to all of the obligations and liabilities of the Assignor under all of the Leases, Contracts, Permits and other miscellaneous Agreements which may accrue after the date hereof, which obligations and liabilities, by acceptance thereof, the Assignee hereby expressly assumes.
- 3. Assignor hereby covenants to Assignee that, to the best of its knowledge, it is not in default under the terms of any Lease, Contract, Permit or other Agreement affecting the Property. Assignor further covenants that it has full and lawful authority to make this assignment.
- 4. Assignee agrees to assume the rights, obligations and liabilities set forth in any Lease, Contract, Permit or other

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Agreement affecting the Property as of October 1, 1992, and will perform and observe all covenants contained on Assignors part to be performed and observed, which shall accrue after said last mentioned date.

Assignor shall be relieved of any and all liability or obligations under any Lease, Contract, Permit or other Agreement affecting the Property which shall accrue from and after October 1, 1992.

Dated this 26 day of January, 199 DOOD OF COO,

ASSIGNO

DiMucei

Kobert J. DiMucci

ASSIGNEE:

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DiMucci, as Trustee of Salv DiMucci tora Revocable Trust, Jeneral Partner of PARTNER, a Partner

undella Anthony P. DiMucci, as Trustee of the Anthony DiMucci-Revocable Trust, General Partner of TK FARTNERS, a

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Robert J. DiMucci, as Trustee of the Robert DiMucci Revocable Trust, General Partner of RK PARTNERS, a Partner

STATE OF ILLINOIS)

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COUNTY OF

I, Patricia A. Britillion, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Salvatore J. DiMucci, Anthony P. DiMucci, and Robert J. DiMucci, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Partners as aforesaid, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 26 day of January, 1993.

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY AND AFTER RECORDATION RETURN TO:

Lisa B. Kenoe, Esq. Neal Gerber & Eisenberg Two North LaSalle Street Suite 2100 Chicago, Illinois 60602 312/269-8019 PATRICIA A. BATKIEWICZ NOTARY PUBLIC, STATE OF ILLINOIS MY COMMISSION EXPIRES 7/2/95

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EXHIBIT A

(Alpine Apartments)

File No.: C53046

LEGAL DESCRIPTION:

LOT 1 IN ELK PIOGE VILLA APARTMENTS - 1ST ADDITION, (HEREINAFTER DESCRIBED). (EXCEPTING FROM SAID LOT 1, LYING SOUTHERLY AND WESTERLY OF THE FOLLOWING DESCRIZED LINE: BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID LOT 1 WITH THE EASTERLY RIGHT OF WAY LINE OF BUSSE ROAD; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 10.42 FEET, MORE OR LESS, TO A POINT, SEID POINT BEING NORMALLY DISTANT 10 FEET EAST OF THE EAST LINE OF BUSSE ROAD! THENCE SOUTHERLY ALONG A STRAIGHT LINE A DISTANCE OF 249.28 FEET, MORE OR LESS, TO A POINT, SAID POINT BEING NORMALLY DISTANT 20 FEET EAST OF THE EAST LINE OF BUSSE ROAD AND NORMALLY DISTANT 40 FEET NORTH OF THE NORTH LINE OF DEMPSTER STREET; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 35.04 FRET TO A POINT, SAID POINT BEING NORMALLY DISTANT 40 FEET EAST OF THE EAST LINE OF BUSSE ROAD AND NORMALLY DISTANT 60 FEET NORTH OF THE SOUTH LINE OF SECTION 15; THENCE EASTERLY ALONG A LINE PARALLEL WITH AND DISTANT 60 FEET FROM THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 130.64 FEET TO A POINT; THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE A DISTANCE OF 240.02 FEET TO A POINT ON THE NORTH LINE OF DEMPSTER STREET, SAID POINT BEING 300 FEET, MORE OR LESS, EAST OF THE WEST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 14, AS MEASURED ALONG THE NORTH LINE OF DEMPSTER STREET; SAID ELK PIDGE VILLA APARTMENT - 1ST ADDITION, BEING A SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 14 AND PART OF SECTION 15, TOWNSHIP 11 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLENOIS ON APRILL 30, 1968 AS DOCUMENT NUMBER 2385250. Office :

08-15-401-037 -016