Terrace Apartments
Chicago, Illinois
Loan No. 197418

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

. DEPT-01 RECORDING 937.50 . T00008 TRAN 9486 07/24/95 12:01:00

. #1425 # JB #-95-479993 . COOK COUNTY RECORDER

DEPT-10 PENALTY

\$36.00

J. P. Morgan Investment Management, Inc., as Agent c/o Collateral Mortgage, Ltd., as Servicing Agent 524 Dorna Square Birmingham, Alabama 35216

Attention:

Dana M. Colucci, Vice Probident

#### Law gnment of Mortgage and Related Security Documents

New Sout! Federal Savings Bank, having an address at 524 Lorna Square, Birminglam, Alabama 35216, Attention: Mr. David A. Roberts ("Assignor"), in co.sideration of \$10 and other valuable consideration to it paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over, grant, bargain and convey, without recourse or warranty, express or implied (except those set forth in that certain Master Sale and Servicing Agreement, dated as of June 1, 1995, among New South Federal Savings Bank, as Seller, Collateral Mortgage, Ltd., as Servicer, and J. D. Morgan Investment Management, Inc., as Agent, for the Northrop Grumman Corporation Employee Benefit Plan Master Trust, as Purchaser ("Agreement")), to J. P. Morgan Investment Management, Inc., as Agent, for the Northrop Grumman Corporation Employee Benefit Plan Master Trust as the purchaser of certain mortgage loans pursuant to the Agreement, having an address of 522 Fifth Avenue, New York, New York 10036, Attention: Ma. Betsy L. Jacobson (herein, together with its successors and assigns called "Assignee"), all of Assignor's right, title, and interest in and to the Note referenced in Schedule 1 attached hereto, which Schedule 1 is hereby incorporated by reference herein, together with the Mortgage or Feed of Trust referenced in Schedule 1, and all documents and instruments securing said Note referenced in Schedule 1, and all monies, proceeds profits and awards due and to become due thereon or with respect thereto.

IN WITNESS WHEREOF, the undersigned has hereunto set his signature, this 21 day of June, 1995, effective as of June 27, 1995.

SELLER:

25479993

NEW SOUTH FEDERAL SAVINGS BANK

рv.

Steven L. Copeland

Its: Vice President

7.39.30 P.36.00 75.80

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STATE OF ALABAMA

JEFFERSON COUNTY

the State aforesaid, do hereby certify that along of legical, a Vice President ("Officer") of New South Federal Savings Bank ("Bank"), personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day is person and acknowledged that he signed and delivered the said instrument as his own free and voluntary set and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and said Officer did also said instrument as his own free and voluntary act and as the free and voluntary act of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given order my hand and Notarial Seal this 2/ day of June, 1995.

[SEAL]

COMMISSION EXPIRES: 4 199

LEGAL DESCRIPTION

LOTS 1 TO 11, BOTH INCLUSIVE, IN FIRST ADDITION TO KATHERINE MILLER'S SUBDIVISION OF PART OF THE SOUTH WEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINGIS.

PERMANENT TAX NOS.: 13-07-335-001 through 13-07-335-011

PROPERTY ADDRESS: 4901, 4929 and 4945-59 North Harlem /Vorue, Chicago, Illinois

GAIL DAVIS
MAYNARD, COOPER + GALE, PIL
1901 SIXTH AVE MORTH # 2400
BIRMINGHAM, AL 35203

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Carrier to

#### SCHEDULE 1

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#### ASSIGNMENT OF MORTGAGE AND RELATED SECURITY INSTRUMENTS

FROM : NEW SOUTH FEDERAL SAVINGS BANK

TO : J. P. MORGAN INVESTMENT MANAGEMENT, INC., AS AGENT

Loan No. : 197418

Location : Terrace Apartmenta

Nashville, Tennessee

- 1. Promissory Note dated as of August 2, 1993, made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust of seement dated May 31, 1984, and known as Trust No. 61253 and Terrace Apartments Limited Partnership, in the original principal amount of \$1,260,000, payable to New South Federal Savings Bank.
- 2. First Mortgage and Security Agreement dated as of August 2, 1993, by American National Bank and Trust Company of Chicago, not personally but as Trustee under Frust Agreement dated May 31, 1984, and known as Trust No. 61253 and Terrace Apartments Limited Partnership, as Mortgagor, and New South Federal Savings Bank, as Mortgagee and Secured Party, recorded on August 23, 1993, Cook County, Illinois, at Document No. 93665172.
- 3. Title Insurance Policy from Chicago Title Insurance Company, dated as of August 24, 1993, Policy No. 1401 007447454 D2 in the amount of \$1,260,000.
- 4. Assignment of Rents, Leases, Income and Profits dated as of August 2, 1993, by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Infreement dated May 31, 1984, and known as Trust No. 61253 and Terrace Apartments Limited Partnership, as Assignor, to New South Federal Savings Bank, as Assignee, recorded on August 23, 1993, Cook County, Illinois, at Document No. 93665173.
- 5. Assignment of Agreements dated as of August 2, 1393, made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated May 31, 1984, and known as Trust No. 61253 and Terrace Apartments Limited Partnership, as Assignor, to New South Federal Savings Bank, as Assignee, recorder on August 23, 1993, Cook County, Illinois, at Document No. 93665175.
- 6. Waiver of Defenses and Estoppel Certificate dated as of August 2, 1993, made by American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated May 31, 1984, and known as Trust No. 61253, as Trustee, and Terrace Apartments Limited Partnership, as Beneficiary, to New South Federal Savings Bank, as Lender, recorded on August 23, 1993, Cook County, Illinois, at Document No. 93665174.
- 7. UCC-1 Financing Statement showing Terrace Apartments Limited Partnership, as Debtor, and New South Federal Savings Bank, as Secured Party, filed with the Secretary of State, Alabama, at B 94-46641 FS, on December 9, 1994.
- 8. UCC-1 Financing Statement showing Terrace Apartments Limited Partnership, as Debtor, and New South Federal Savings Bank, as Secured Party, filed with Jefferson County, Alabama, at 9414/1482, on December 8, 1994.

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CONTRACTOR .

- 9. UCC-1 Financing Statement showing Terrace Apartments Limited Partnership, as Debtor, and New South Federal Savings Bank, as Secured Party, filed with the Secretary of State, Illinois, at 3165080, on September 9, 1993.
- 10. UCC-2 Financing Statement showing Terrace Apartments Limited Partnership, as Debtor, and New South Federal Savings Bank, as Secured Party, filed with the Cook County, Recorder, Illinois, at 93-U13401, on August 24, 1993.
- 11. UCC-1 Financing Statement showing American National Bank & Trust Company of Chicago Trust No. 61253 (u/a/d May 31, 1984), as Debtor, and New South Federal Savings Bank, as Secured Party, filed with the Secretary of State, Illinois, at 3165081, on September 9, 1993.
- 12. UCC-2 dimanding Statement showing American National Bank & Trust Company of Chicago Trust No. 61253 (u/a/d May 31, 1984), as Debtor, and New South Federal Savings Bank, as Secured Party, filed with the Cook County Recorder, Illinois, at 93-U13402, on August 24, 1993.
- 13. Guaranty dated as of August 2, 1993, made by Inland Real Estate Investment Corporation, as Guarantor, to New South Federal Savings Bank, as Lender. (Unrecorded)
- 14. Subordination of Management Agreement dated as of August 2, 1993, made by Mid-America Management Corp., as Manager, and New South Federal Savings Bank, as Lender. (Unrecorded)
- 15. Environmental Indemnity Agreement dated as of August 2, 1993, by Terrace Apartments Limited Partnership and Inland Real Estate Investment Corporation, as Indemnitors, to New South Federal Savings Bank, as Lender. (Unrecorded)
- 16. Collateral Pledge Agreement (Monthly Leserve) dated as of August 2, 1993, made by Terrace Apartments Limited Partnership, as Pledgor, to New South Federal Savings Bank, as Lender. (Unrecorded)
- 17. Collateral Pledge Agreement (Holdback) dated as of August 2, 1993, made by Terrace Apartments Limited Partnership, as Pledgor, to New South Federal Savings Bank, as Lender. (Unrecorded)
- 18. Security Assignment of Beneficial Interest in Land Trust dated as of August 2, 1993, made by Terrace Apartments Limited Partnership, as Assignor, to New South Federal Savings Bank, as Assignee (Unrecorded)

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