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Prepared by: /  
After Recording Return To:

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ASSIGNMENT AND ASSUMPTION AGREEMENT JM #95-157121  
COOK COUNTY RECORDER

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made as of January 31, 1995 by and between BARCLAYS BUSINESS CREDIT, INC., a Connecticut corporation, with an address at 200 West Madison, Chicago, Illinois 60606 ("Barclays") and SHAWMUT CAPITAL CORPORATION, a Connecticut corporation, with an address at 20800 Swenson Drive, Suite 350, Waukegan, Wisconsin 53186 ("Shawmut").

## PRELIMINARY STATEMENTS:

A. Barclays and Capital Pantener, Inc., a Michigan corporation ("Borrower") are parties to that certain Loan and Security Agreement dated as of August 12, 1993 (as amended or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms used and not otherwise defined in this Agreement shall have the meanings given to them in the Loan Agreement.

B. As part of the security for the Obligations, Borrower executed and delivered to Barclays that certain Mortgage and Security Agreement dated as of August 12, 1993 and recorded on August 19, 1993, as Document No. 93658115 of the real property records of Cook County, Illinois (as amended or otherwise modified from time to time, the "Mortgage"). The Mortgage encumbers, among other things, the real property legally described on Exhibit A hereto.

C. On or about the date hereof, Barclays is selling to Shawmut, and Shawmut is purchasing from Barclays, substantially all of Barclays' assets. In connection therewith, Barclays shall assign, and Shawmut shall assume, all of Barclays' right, title and interest in and to the Collateral and the Loan Agreement and the other Loan Documents, including but not limited to the Mortgage under and pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and

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Capital/Asgn/Mtg/Cook

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sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment and Assumption. Barclays hereby assigns to Shawmut all of Barclays' right, title and interest in and to the Mortgage, and Shawmut hereby assumes all of Barclays' obligations under the Mortgage. Shawmut agrees to be bound by all the terms thereof.

2. Further Assurances. The parties hereto agree to execute such other and further documents, instruments and agreements as may be necessary to implement the provisions of this Agreement and to perfect and protect the liens and security interests created by the Loan Documents.

3. No Amendments. The Mortgage shall remain in full force and effect without change and be binding in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first above written.

BARCLAYS BUSINESS CREDIT, INC.

(SEAL)

Witness:

Baron [Signature]  
Jane B. [Signature]

By:

Name: [Signature]  
Title: [Signature]

SHAWMUT CAPITAL CORPORATION

(SEAL)

Witness:

Baron [Signature]  
Jane B. [Signature]

By:

Name: [Signature]  
Title: [Signature]

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STATE OF NY )  
COUNTY OF NY ) SS.

On this 31 day of January, 1995, before me, a Notary Public in and for said State, personally appeared Joseph Clark, to me personally known, who, being by me duly sworn, did say that he is the Vice President of BARCLAYS BUSINESS CREDIT, INC., a corporation organized under the laws of the State of Connecticut, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Dana B. Wagner  
Notary Public

(SEAL)

My Commission expires:

DANA B. WAGNER  
NOTARY PUBLIC, State of New York  
No. 01WA5034015  
Qualified in New York County  
Commission Expires October 3, 1998

STATE OF NY )  
COUNTY OF NY ) SS.

On this 31 day of January, 1995, before me, a Notary Public in and for said State, personally appeared Richard Toomey, to me personally known, who, being by me duly sworn, did say that he/she is the Senior President of SHAWMUT CAPITAL CORPORATION, a corporation organized under the laws of the State of Connecticut, and that said instrument was signed on behalf of said corporation by authority of its board of directors, and he/she acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year first above written, in the County and State aforesaid.

Dana B. Wagner  
Notary Public

(SEAL)

My Commission expires:

KC-96164  
DANA B. WAGNER  
NOTARY PUBLIC, State of New York  
No. 01WA5034015  
Qualified in New York County  
Commission Expires October 3, 1998

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Exhibit A 5 1 5 2 1 1 1

THAT PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS DESCRIBED BY BEGINNING AT A POINT ON THE SOUTH LINE OF THE NORTH 1373 FEET OF THE NORTHEAST 1/4 OF SAID SECTION 28 WHICH IS 61.32 FEET, WEST OF THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 28 AFORESAID, THENCE SOUTH AT RIGHT ANGLES TO THE SOUTH LINE OF THE AFORESAID 1373 FEET OF SAID QUARTER SECTION 903.10 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST, THENCE SOUTHWESTERLY WITH A RADIUS OF 222.01 FEET A DISTANCE OF 251.29 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTH 120 FEET OF THE NORTHEAST 1/4 OF SECTION 28 AFORESAID, THENCE WEST ALONG THE NORTH LINE OF THE SOUTH 120 FEET OF SAID NORTHEAST 1/4 692.05 FEET TO THE POINT OF TANGENCY OF A CURVED LINE CONVEX TO THE SOUTHEAST, THENCE NORTHEASTERLY ALONG SAID CURVED LINE WITH A RADIUS OF 222.01 FEET A DISTANCE OF 348.25 FEET TO ITS POINT OF TANGENCY ON A LINK 600 FEET WEST FROM AND PARALLEL WITH THE EAST LINE OF THE TRACT OF LAND HEREIN FIRST DESCRIBED, THENCE NORTH ALONG SAID LINE 964.40 FEET TO THE SOUTH LINE OF THE NORTH 1373 FEET OF THE NORTHEAST 1/4 OF SECTION 28 AFORESAID, THENCE EAST ALONG SAID LINE 600 FEET TO THE PLACE OF BEGINNING.

19-28-200-016-0000

5025 W. 73rd Street, Redford Park, Illinois 60638

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