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RETURN TO:

ST. PAUL FEDERAL

DENNIS SCHENK

JOHN N. CUMBERLAND

CHICAGO, IL 60656

96070866

DEPT-01 RECORDING \$29.00
T#0012 TRAN 8897 01/26/96 10:53:00
#1593 # CG *-96-070866
COOK COUNTY RECORDER

ASSIGNMENT AND ASSUMPTION AGREEMENT

4262402390001025 29✓

This Assignment and Assumption Agreement, dated as of 3 January, 1996 ("Agreement"), is made and entered into by and between, **NATIONAL CITY BANK, COLUMBUS** with offices at 155 East Broad Street, Columbus, Ohio 43251 ("NCB"), and **ST. PAUL FEDERAL BANK FOR SAVINGS** with offices at 6700 West North Avenue, Chicago, Illinois 60635 ("St. Paul"). The capitalized terms used herein shall have the same meaning as defined in a certain Purchase and Sale Agreement between the parties dated June 18, 1993 ("Purchase Agreement").

Pursuant to Section 3.6(a) of the Purchase Agreement, NCB, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant, bargain, sell, convey, set over, deliver, transfer, confirm and assign to St. Paul, and its successors and assigns, without recourse or warranty and without any express or implied representations or warranties whatsoever, the Secured Account and mortgage deed attached hereto as Exhibit A and incorporated herein by reference, which mortgage deed originally recorded in the Recorder's Office of Cook County, Illinois, as document number 92817923 and thereafter assigned to NCB and recorded in the Recorder's Office as assignment number 93677880, to have and to hold the Secured Account for its or their own use and benefit. St. Paul does not assume any liability of NCB resulting from any non-compliance with laws by NCB during the term the Secured Account was owned by NCB under the Purchase Agreement.

From and after the date of execution of this Agreement, NCB covenants to execute and deliver to St. Paul such additional documents and instruments and to take such action, all without further consideration, as St. Paul shall reasonably request to effectuate the giving, granting, bargaining, sale, conveyance, setting over, delivery, transfer, confirmation and assignment provided for herein, including, without limitation, such UCC financing statements as shall be reasonably requested by St. Paul.

St. Paul hereby assumes and agrees to perform all of NCB's obligations related to the Secured Account accruing or arising on or after the execution of this Agreement.

Subject to the provisions of Section 8.3 of the Purchase Agreement, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of NCB and St. Paul and shall be governed by and construed and interpreted in accordance with

BOX 333-CTI

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STATE OF ILLINOIS
COUNTY OF COOK SS:

4262402390001025

I MAUREEN A. DUNNE do hereby certify that DENNIS A. SCHEUK personally known to me to be the VICE PRESIDENT of St. Paul Federal Bank For Savings, a federal savings bank, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as CORPORATE OFFICER of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth. Given under my hand and official seal, this 16TH day of JANUARY, 1996.

Commission expires: 3/3/97

Maureen A. Dunne

(SEAL)



This instrument was prepared by: National City Bank, Columbus, Legal Department, 155 East Broad Street, Columbus, Ohio 43251

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PERMANENT INDEX NUMBER: 16-23-416-036

PROPERTY ADDRESS: 1918 S. ST LOUIS AVE CHICAGO, IL

6062

LEGAL DESCRIPTION:

LOT 5 (EXCEPT THE SOUTH .25 FEET THEREOF) IN BLOCK 3 IN TRAVERSS SUBDIVISION OF THE EAST 75 92/100 ACRES OF THE WEST 30.92 ACRES OF THAT PART OF THE SOUTH EAST 1/4 OF SECTION 23, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

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10/15/2011

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the Purchase Agreement and the laws of the State of Illinois, without regard to principles of conflicts of laws.

This Agreement may be executed in two or more counterparts, each of which shall be an original, but together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Seller and Buyer have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

NATIONAL CITY BANK, COLUMBUS

Connie Triplett

Connie Triplett
(Print Name)

By: Steven Alamy

Its: Vice President

ST. PAUL FEDERAL BANK FOR SAVINGS

Larry L. Lipps
LARRY L. LIPPS
(Print Name)

By: Dennis P. Schenk

DENNIS P. SCHENK
Its: VICE PRESIDENT

STATE OF OHIO
COUNTY OF FRANKLIN SS:

The foregoing instrument was acknowledged before me this 5th day of January, 1996 by Steve Cory, the Vice President of National City Bank, Columbus, a national banking association, on behalf of the national banking association.

Ronald W. Weeks

RONALD W. WEEKS
NOTARY PUBLIC - STATE OF OHIO
My Commission Expires 5/25/00
Recorded in Franklin County

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