

# UNOFFICIAL COPY

Return to: Dennis P. Selenk  
St. Paul Federal  
5440 N. Cumberland  
Suite 310  
Chicago, IL 60656

96112551

DEPT-01 RECORDING \$33.00  
T#0012 TRAN 9099 02/09/96 12:42:00  
#7547 CG \*-96-112551  
COOK COUNTY RECORDER

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

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This Assignment and Assumption Agreement, dated as of January 24, 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 91592068 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

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BOX 333-CTI

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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: Steve Cory  
Steve Cory  
Its: Vice President

ST. PAUL FEDERAL BANK FOR SAVINGS

James Hunt  
JAMES HUNT  
(Print Name)

By: Dennis P. Schenk  
Dennis P. Schenk  
Its: Vice President

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STATE OF OHIO  
COUNTY OF FRANKLIN SS:

The foregoing instrument was acknowledged before me this 24th 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 5/28/00  
Recorded in Franklin County

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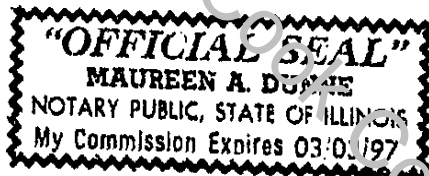
STATE OF ILLINOIS  
COUNTY OF COOK SS:

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I MAUREEN A. DUNNE do hereby certify that DENNIS P. SCHENK 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 26TH 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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EXHIBIT A

PERMANENT INDEX NUMBER:

16-04-304-012

PROPERTY ADDRESS:

1131 N. LONG, CHICAGO, IL 60651

LEGAL DESCRIPTION:

Lot 48 in Hogenson's 2nd addition being a subdivision of the North  $\frac{1}{4}$  of the West  $\frac{1}{4}$  of the North East  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  (except the East 175 feet thereof) and all of the North  $\frac{1}{4}$  of the North West  $\frac{1}{4}$  of the South West  $\frac{1}{4}$  lying East of the West 1290. 2 feet thereof in section 4. Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County; Illinois.

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2025-01-14 10:00 AM