

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Paula F. McKay, Esq. ABN AMRO North America, Inc. 135 South LaSalle Street Chicago, Illinois 60674 97584105

#### PERMANENT INDEX NUMBER:

24-04-422-019 Volume 238 24-04-422-020 Volume 238

DEPT-01 RECORDING

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- . COOK COUNTY RECORDER

PROPERTY ADDRESS.

4930 - 5002 W. 95th Street Oaklawn, Illinois

### ASSIGNMENT OF LOAN DOCUMENTS (Cook County, Althois)

This Assignment is made as of August 1, 1997, between LASALLE BANK ILLINOIS, formerly known as Comerica Bank - Illinois (the "Assignor"), and LASALLE NATIONAL BANK, a national banking association (the "Assignee").

- A. Assignor has entered into certain loan and security agreements in connection with the making of a loan (the "Loan") in the aggregate principal amount of \$1,700,000.00 to Oak Lawn Associates, L.L.C., a limited liability company (the "Borrower").
- B. The documents executed in connection with the Loan include, without limitation, the following:
  - (i) Mortgage Note dated March 29, 1995 signed by Borrower in the original principal amount of \$1,600,000.00 (the "Note");
  - (ii) Mortgage dated March 29, 1995 signed by Borrower recorded on March 31, 1995 as Document No. 95-217223 in the Office of the Cook County Recorder of Deeds (the "Recorder's Office"), granting a lien in favor of Assignor with respect to

BOX 33° STI

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certain parcels of real estate located in Cook County, Illinois, as more specifically described in Exhibit A attached hereto;

- (iii) Loan Modification Agreement executed by Assignor and Borrower dated June 21, 1996 recorded in the Recorder's Office on July 25, 1996 as Document No. 96-570072; and
- (iv) Mortgage Note #2 dated June 21, 1996 in the amount of \$100,000.00 executed by Borrower in favor of Assignee.

(collectively, the aforesaid Loan documents, together with any and all other documents executed in connection with the Loan, are referred to herein as the "Loan Documents").

C. Assigner intends to assign to Assignee all of Assignor's right, title and interest in the Loan Documen's.

NOW, THEREFORE in consideration of the premises, the parties hereby agree as follows:

- 1. <u>Assignment</u>. Assignor hereby assigns to Assignee all of its right, title and interest in the Loan Documents.
- 2. <u>Disclairner of Representations by Assignor</u>. The assignment of the Loan hereby is being made on an "AS IS" basis and without recourse to Assignor. Assignor makes no representation or warranty and assumes no responsibility of any kind or character in relation to the Loan or any party concerned therewith, including, but not limited to, the execution, validity, genuineness, enforceability, priority or collectability of the Loan, Notes or any Loan Document, any collateral security therefor or any guarantee thereof.
- 3. <u>Due Diligence of Assignee</u>. Assignee represents and warrants to Assignor that (i) Assignee has independently and without reliance upon Assignor, made its own appraisal of, or investigation into the financial condition, creditworthiness and nature of the Borrower, (ii) has entered into this Agreement on the basis of its own independent commercial judgment and (iii) has had the opportunity to examine all necessary documents or copies thereof retaining to Borrower and the Loan. Assignor further assumes no responsibility for the financial condition of the Borrower or for the performance of the Borrower's obligations. Assignor shall be under no duty to file any documents relating to any collateral or to maintain any such filings.
- 4. <u>Binding Effect</u>. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

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IN WITNESS WHEREOF, the parties have executed this instrument on the date first appearing above.

**ASSIGNOR:** 

LASALLE BANK ILLINOIS, f/k/a Comerica Bank - Illinois

By:

July 30, 1997

69355-1

ASSIGNEE:

LASALLE NATIONAL BANK

By:

This Sensor V.P.

97584105

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STATE OF ILLINOIS )
COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that
STATE OF ILLINOIS ) ) SS. COUNTY OF COOK )
I, the undersigned, a Notary Public in and for said Coancy in the State aforesaid, do hereby certify that
GIVEN under my hand and notarial seal this 71 day of August . 1997
Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  Notary Public  My Commission Expires 08/03/1999  My Commission Expires:

97584105

69355-1

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#### EXHIBIT A

PARCEL 1: A PART OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE SOUTH LINE OF SECTION 4, AFORESAID, 1074.08 FEET WEST OF THE SOUTHEAST CORNER OF SECTION 4;

THENCE WEST ALONG SAID SOUTH LINE 4, 125.92 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 172.4 FEET TO A POINT; THENCE WEST 132 FEET TO A POINT; THENCE NORTH 0 DEGREES 04 MINUTES EAST 73.7 FEET TO A POINT, THENCE NORTH 62 DEGREES 56 MINUTES EAST 289.56 FEET TO A POINT; THENCE SOUTH 0 DEGREES 04 MINUTES WEST 378.2 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART THEREOF CONVEYED TO THE RAILROAD BY DEED RECORDED SEPTEMBER 2, 1903 AS DOCUMEN'T NUMBER 3436808 EXCEPT THE SOUTH 50 FEET THEREOF TAKEN FOR STREET PURPOSES) IN COOK COUNTY, ILLINOIS.

PARCEL 2: THE WEST 132 FEET OF THE SOUTH 172.4 FEET (EXCEPT THE SOUTH 50 FEET THEREOF), OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 37 NORTH, RANGE (3) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 24-04-422-019, VOLUME 238 AND 24-04-422-020, VOLUME 238

STREET ADDRESS: 4930-5002 W. 95TH STREET, OAK LAWN, ILLINOIS.

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