

AFTER RECORDING, RETURN TO:

BANK MIDWEST, N.A.
1100 Main
Kansas City, Missouri 64105
Attention: Stephen Seat

**ASSIGNMENT OF BENEFICIAL INTERESTS
IN MORTGAGE AND COLLATERAL DOCUMENTS**

This Assignment of Beneficial Interests in Mortgage and Collateral Documents ("Assignment") is dated and effective as of October 6, 1997 and is given by Mortgage Recovery Fund - KWS, L.P., a Texas limited partnership, 2714 Poe Caves Road, Austin, Texas 78746 ("Borrower") to Bank Midwest, N.A., 1100 Main, Kansas City, Missouri 64105 ("Lender").

RECITALS:

A. This Assignment assigns those certain documents more fully identified on Exhibit A attached hereto and incorporated herein by reference ("Loan Documents").

B. The Loan Documents encumber, among other things, certain real property described on Exhibit B attached hereto and incorporated herein by reference and were given to secure repayment of a certain "Loan" evidenced by a Secured Promissory Note dated September 22, 1988 in the original principal amount of \$1,050,000.00 made payable by American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 to the order of Signal Capital Corporation.

C. Borrower hereby assigns its interests in the Loan Documents to Lender to secure payment and performance of Borrower's obligations to Lender as set forth in the certain \$1,476,200.67 Promissory Note executed by Borrower for the benefit of Lender of even date herewith ("Note") and all other indebtedness and liabilities of any kind owed by Borrower to Lender, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising. Hereafter, all debts and other obligations arising under the Note and all other indebtedness and liabilities shall be collectively referred to as "Debt".

Borrower and Lender hereby agree as follows:

1. RECITALS.

The recitals listed above form an integral part of this Assignment, are fully binding upon the parties hereto, and are incorporated herein by reference.

2. ASSIGNMENT.

Borrower hereby assigns, transfers, conveys, sets over, and pledges to Lender, and grants to Lender a security interest in, all Borrower's right, title, and interest in the Loan and the Loan Documents.

BOX 333-CTI

10/2 5201 DN

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This Assignment is made pursuant to, and the assignments made herein are further evidenced by, a certain Assignment and Security Agreement (Promissory Notes and Collateral Documents) dated of even date herewith, as same may be modified from time to time ("Collateral Documents Assignment"). The obligations and remedies of Borrower and Lender are set forth in the Collateral Documents Assignment which is incorporated herein by reference. The assignment of Borrower's interests to Lender shall remain in full force and effect, and shall be binding upon all other persons and entities, unless and until a release of this Assignment has been executed and filed of record by Lender. As long as this Assignment remains in effect, Borrower shall not be lawfully entitled to modify or foreclose the Loan, or to pursue any other right or remedy under the Loan Documents, without Lender's prior written consent, and any such action without Lender's consent shall be null and void.

IN WITNESS WHEREOF, this Assignment is dated and effective as set forth above.

BORROWER:
Mortgage Recovery Fund - KWS, L.P.,
a Texas limited partnership

By: Asset Recovery Fund, Inc.

By: Karen H. Mayes
Name: KAREN H. MAYES
Title: PRESIDENT

ACKNOWLEDGMENT

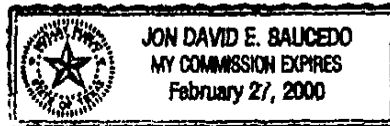
STATE OF TEXAS)
COUNTY OF TRAVIS) ss

On this 8th day of October, 1997, before me appeared Karen H. Mayes, to me personally known, who being by me duly sworn, did say that she is the President of the corporate general partner of Mortgage Recovery Fund - KWS, L.P., a Texas limited partnership, and that the foregoing instrument was signed in behalf of said limited partnership by authority of the general partner of said limited partnership, and said Karen H. Mayes acknowledges said instrument to be the free act and deed of said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the date last above written.

Jon David E. Saucedo
Notary Public

My commission expires:
2-27-2000



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EXHIBIT A

ASSIGNMENT OF BENEFICIAL INTERESTS IN MORTGAGE AND COLLATERAL DOCUMENTS

American National Bank and Trust Company Loan

- a) Secured Promissory Note dated September 22, 1988 in the principal amount of \$1,050,000.00 executed by American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 in favor of Signal Capital Corporation, endorsed and assigned to Textron Financial Corporation.
- b) Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated September 22, 1988 by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Homewood/Richton Park Office Building Partnership and Signal Capital Corporation, filed September 26, 1988 as Document No. 88439564.
- c) First Amendment to Secured Promissory Note dated October 1, 1993 by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Textron Financial Corporation.
- d) Second Amendment to Secured Promissory Note dated July 15, 1996 by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Textron Financial Corporation.
- e) Third Amendment to Secured Promissory Note dated August ____, 1996 by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Textron Financial Corporation.
- f) Fourth Amendment to Secured Promissory Note dated September 24, 1996 by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Textron Financial Corporation.
- g) Guaranty executed by Allan Weinstein.
- h) First Amendment to Mortgage, Assignment of Rents, Security Agreement and Fixture Filing by and between American National Bank and Trust Company of Chicago not personally but as Trustee under a Trust Agreement dated August 29, 1988 and known as Trust No. 106337-09 and Homewood/Richton Park Office Building Partnership and Textron Capital Corporation, filed May 12, 1994 as Document No. 94425446.
- i) Loan Policy of Title Insurance issued by Lawyers Title Insurance Corporation, Policy Number 135-00-516-151.

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EXHIBIT B

Description of Land and Improvements Thereon

Parcel 1:

Lot 1 in Cherry Lane Resubdivision of the North 1/2 of Lot 1 and the North East 1/4 of Lot 2 in Block 1 in Thornton Station Subdivision of the South East 1/4 of the South West 1/4 of Section 31, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 1 Address: 18110 Dixie Highway
Homewood, Illinois 60430

Property Index Number: 29-31-314-034-0000

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