Project No. 071-35512 Dickens Apartments

ASSIGNMENT
OF
MORTGAGE DEED

97708962

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208765 KNOW ALL MEN BY THESE PRESENTS:

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT AN AMOUNT SHOWN ON PAGE 2 OF DOCUMENT.

THAT, CANK ONE, NA, formerly known as Bank One, Columbus, a national banking association, organized and existing under the laws of the United States, (the "Assignor"), whose address is 100 East Broad Street, Columbus, Ohio 43271, for value received, does by these presents, without recourse, representation or warranty, except as hereinafter set forth, grant, bargain, sell, assign, transfer and set over unto the SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OF WASHINGTON, D.C., HIS SUCCESSORS AND ASSIGNS, (the "Assignee"), whose address is 451 Seventh Street, S.W., Washington, D.C., 20410, all right, title and interest in and to that certain.

Mortgage Note and Mortgage Deed dated May 1, 1985, executed by Bank of Ravenswood, not individually, but as Trustee under Trust Agreement dated August 2, 1984, and known as Trust No. 25-6548, hereinafter referred to as "Ravenswood," each being in the original principal sum of One Millian Two Hundred Twenty-Eight Thousand Nine Hundred and No/100 Dollars (\$1,228,900.00), which Mortgage Note was made payable to Assignor, which Mortgage Note is secured by a Mortgage Deed which was recorded May 17, 1985, as Document No. 35-025423, with the Recorder in Cook County, Illinois; and covering the following described property situated in the County of Cook, City of Chicago, State of Illinois, and further described as:

#### SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD the same unto said SECRETARY OF HOUSING AND URBAN DEVELOPMENT, OF WASHINGTON, D. C., HIS SUCCESSORS AND ASSIGNS.

THIS Assignment is without recourse or warranty, except that the undersigned hereby warrants that no act or omission of the undersigned has impaired the validity or priority of said Mortgage Deed, that said Mortgage Deed is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of such Mortgage Deed regardless of whether such liens attached prior to such recording date, and prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of such Mortgage Deed except such liens or other matters as have been approved by the Assignee hereunder, that, as

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of the execution of this Assignment, the sum of One Mortion Name Hundrat Ten-Front Dollars six he (\$100000), together with the interest accruing at the rate of 10.5% per annum, as provided in the said Mortgage Note and Mortgage Deed, is actually due an owing under said Mortgage Note and Mortgage Deed and that there are no offsets or counterclaims thereto, and that the undersigned has a good right to assign the said Mortgage Note and Mortgage Deed.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of this  $\frac{3H^{47}N}{M}$  day of September, 1997.

Witnesses:

Man Woodruff
Name: Magan Woodputt

Vamp Holly thekmen fleer

STATE OF OHIO

: SS.

COUNTY OF FRANKLIN:

BANK ONE, NA, formerly known as Bank One, Columbus, N.A.

By Danley Curry's
Name: Doubling Comming:
Title: 1 rust Officer

The foregoing instrument was acknowledged before me this 22" day of September 1997 by Dactington Cumpings an authorized signer of Bank One, NA, a national banking association, for and on behalf of said national banking association.

Notary Public

My Commission Expires:

(SEAL)

HOLLY HICKMAN HEER, Attorney At Law Market Public State of also My semination has no expiration date Section 147.09 N.C.

This Instrument Prepared By:

Holly H. Heer, Esq. Squire, Sanders & Dempsey 1300 Huntington Center 41 South High Street Columbus, Ohio 43215

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IN WITNESS WHEREOF, Assignor has re-executed this Assignment as of this 11th day of November, 1997.

Witnesses:

BANK ONE, NA,

Name: Burnara A. Kompon

Name: Porq Hickory Herr

STATE OF OHIO

: SS.

COUNTY OF FRANKLIN

BANK ONE, NA, formerly known as Bank One, Columbus, N.A.

Name: Partifictor Commings
Title: Anthory and Stance

The foregoing instrument was acknowledged before me this 11th day of November, 1997 by Darlington Cummings an authorized signer of Bank One, NA, a national banking association, for and on behalf of said national bankin, association.

(SEAL)

Planty Public
My Commission Expires

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This Instrument Prepared By:

Holly H. Heer, Esq. Squire, Sanders & Dempsey 1300 Huntington Center 41 South High Street Columbus, Ohio 43215

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Exhibit A

#### Description of Site

Parcel 1 The West 12 1/2 feet of Lot 13 and all of Lots 14 and 15 (except the West 6 feet 3 inches of Lot 15) in Block 8 in Jackson's Subdivision of Blocks 7 and 8 in Hambleton's Subdivision of the East half of the Northwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

Parcel 2 The West 6 feet 3 inches of Lot 15 and all of Lots 16, 17 and 18 in Block 8 in Jackson's Subdivision of Blocks 7 and 8 in Hambleton's Subdivision of the East half of the Northwest quarter of Section 35, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois

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