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THIS INSTRUMENT PREPARED BY AND WHEN RECORDED MAIL TO:

Heller First Capital Corp. 500 West Monroe Street, Suite 1600 Chicago, Illinois 60661 Attn.: Central Documentation Dept.

Loan No. 4770

THIS SPACE FOR RECORDER'S USE ONLY

ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS ("Assignment") dated as of June 17, 1998, is made by HELLER FIRST CAPITAL CORP., a Delaware corporation ("Assignor"), it flows of MARINE MIDLAND BANK ("Assignee"), its successors and assigns, as trustee under the Pooling and Servicing Agreement dated as of May 31, 1998, subject to the Multi-Party Agreement dated as of May 31, 1998.

WHEREAS, 5900 W. 79th Street Corporation, C'Borrower"), executed a Promissory Note (the "Note"), dated November 29, 1996, in the original proceipal amount of Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00) evidencing a loan (the "Loan") made by Assignor to Borrower in the original principal amount of Seven Hundred Forty Thousand and 00/100 Dollars (\$740,000.00);

WHEREAS, the obligations of Borrower under the Note and purcuant to the Loan are secured, in part, by that certain Mortgage dated November 29, 1996, in favor of Assignor (the "Mortgage") encumbering the real property located in Cook County, State of Edwis more fully described in Exhibit "A" attached hereto (the "Property");

WHEREAS, the obligations of Borrower under the Note and pursuant to the Loan are secured, in part, by a first security interest lien on machinery, equipment, furniture, fixtures and general intangibles more particularly described in the Security Agreement dated November 29, 1996, executed by Borrower in favor of Assignor encumbering the Property;

WHEREAS, Borrower's obligations under the Note and the Mortgage are guaranteed by George Pappas ("Guarantor"), pursuant to the terms of that certain Guaranty dated November 29, 1996, (the "Guaranty", together with the Note and Mortgage, the "Loan Documents");

NOW, THEREFORE, for valuable consideration, the receipt of which is acknowledged, Assignor grants, assigns, conveys and transfers to Assignee, and its successor and assigns, without recourse to Assignor, and subject to the terms of that certain Pooling and Servicing Agreement dated as of May 31, 1998, between Assignee and Assignor, and the Multi-Party Agreement dated

UNOFFICIAL COPYCOROR

as of May 31, 1998, the "Loan Documents" (all as defined therein), all right, title and interest of Assignor in and to: (a) the obligations evidenced by the Note, together with any and all additions or modifications thereto; (b) the beneficial interest under the Mortgage, together with any and all additions or modifications thereto; (c) the beneficial interest under the Guaranty, together with any and all additions or modifications thereto; and (d) any other security agreement, UCC-1 Financing Statement, assignment of rents and leases, loan agreement and/or other Loan Document evidencing or securing Borrower's obligations to Assignor or otherwise relating to the Loan (including any lender's policy of title insurance), including, but not limited to the Loan Documents listed on Exhibit 'B' attached hereto, together with any and all additions or modifications thereto, and Assignor's loan files.

This assignment is governed by and shall be construed in accordance with the laws of the State of Illineis.

IN WITNESS WHEREOF, Assignor has executed this Agreement as of the date first set 10, COO+ (forth above.

ASSIGNOR:

HELLER FIRST CAPITAL CORP.,

a Delaware corporation

Name: Beverly A. Harvey

Title Assistant Vice President sist.
Clarks
Office

STATE OF ILLINOIS)) ss.
COUNTY OF COOK)

On June 17, 1998, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Beverly A. Harvey, Assistant Vice President, personally known to pre (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the within instrument.

WITNESS my hand and official seal.

CEFICIAL SEAL OS

KRISTEN I. REYNOLOS

KRISTEN I. State of Hunois

Notary Public, State of 12/11/00

My Commission Expires

My Commission

Notary Public

EXHIBIT "A"

Balandar B

LEGAL DESCRIPTION

LOTS 15, 16, 17, 18 AND 19 IN BLOCK 23 IN FREDERICK H. BARTLETT'S GREATER 79TH STREET SUBDIVISION IN THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29 AND THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 5900 W. 79th Street, Burbank, IL 60459

Permanent Tax No(s): 19-29-410-032, 19-29-410-033, 19-29-410-034, 19-29-410-035 and 19-29-410-036

EXHIBIT BY ROCKARES

- 1. Mortgage dated November 29, 1996, made by 5900 W. 79th Street Corporation in favor of Heller First Capital Corp., a Delaware corporation, recorded December 5, 1996, in the Recorder's Office of Cook County, State of Illinois, as Document Number 96909823.
- 2. UCC Financing Statement in favor of Heller First Capital Corp. a Delaware corporation, recorded December 5, 1996, in er's
 Aumber 5.

 Or Cook Colling Clark's Office the Recorder's Office of Cook County, State of Illinois, as Document Number 96U15319.

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14E FAXXON LEGA'. IN ORMATION SERVICES, INQ. MYERS WILDING, SUITE 805 ONE WEST OLD STATE CAPITOL PLAZA 62).
Conto SPRINGFIELD, ILLIMOIS 62701