



QUITCLAIM
ASSIGNMENT
OF LEASES,
CONTRACTS,
PERMITS AND
OTHER RIGHTS

CC 133663.F 183 CWG

T H I S
QUITCLAIM
ASSIGNMENT OF
L E A S E S ,
CONTRACTS,
PERMITS AND
OTHER RIGHTS

(the "Assignment")
is dated this 20th day of January, 1999 by and between SAL'S HOLDING COMPANY, an Illinois corporation, and TONY'S HOLDING COMPANY, an Illinois corporation (collectively herein the "Assignor") and REDWOOD APARTMENTS PARTNERS, an Illinois general partnership (the "Assignee").

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WITNESSETH:

WHEREAS, Assignor desires to transfer all of its right, title and interest, if any, in and to that certain property described in Exhibit A attached hereto and incorporated herein by this reference (the "Property") and Assignee desires to acquire all of Assignor's right, title and interest in and to that Property in accordance with the terms of the Settlement Agreement.

WHEREAS, in connection with the foregoing transfer, Assignor desires to assign, and Assignee desires to acquire, all of Assignor's right, title and interest under any of the leases (the "Leases"), contracts (the "Contracts"), permits (the "Permits") and other miscellaneous agreements (the "Miscellaneous Agreements") affecting the Property.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) by each party hereto to the other in hand paid, the receipt and sufficiency of which is hereby acknowledged, and for other good and valuable consideration, the parties hereto agree and covenant as follows:

1. Assignor assigns to Assignee, effective October 1, 1992 (the "Effective Date") all of Assignor's right, title and interest, if any, in and to any Leases, Contracts (including, but not limited to service contracts and employment contracts), Permits and Miscellaneous Agreements, together with the benefit of each and every of the rights, covenants and other provisions therein contained.

2. This Assignment is made by the Assignor and accepted by the Assignee, subject to all of the obligations and liabilities of the Assignor under all of the Leases, Contracts, Permits and Miscellaneous Agreements which may accrue after the date hereof, which obligations and liabilities, by acceptance thereof, the Assignee hereby expressly assumes.

3. Assignor hereby covenants to Assignee that, to the best of its knowledge, it is not in default under the terms of any Lease, Contract, Permit or Miscellaneous Agreement affecting the Property. Assignor further covenants that it has full and lawful authority to make this Assignment.

4. Assignee agrees to assume the rights, obligations and liabilities set forth in any Lease, Contract, Permit or Miscellaneous Agreement affecting the Property as of October 1, 1992, and will perform and observe all covenants contained on Assignor's part to be performed and observed, which shall accrue after said last mentioned date.

5. Assignor shall be relieved of any and all liability or obligations under any Lease, Contract, Permit or Miscellaneous Agreement affecting the Property which shall accrue from and after October 1, 1992.

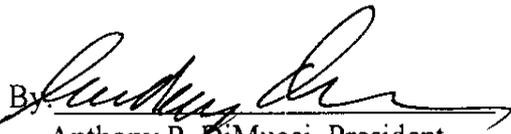
IN WITNESS WHEREOF, the parties hereto have executed this Assignment on the date and year first above written.

ASSIGNOR:

ASSIGNEE:

TONY'S HOLDING COMPANY,
an Illinois corporation

REDWOOD APARTMENTS PARTNERS,
an Illinois general partnership

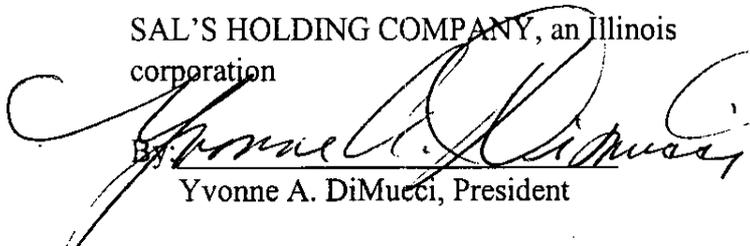
By: 
Anthony P. DiMucci, President

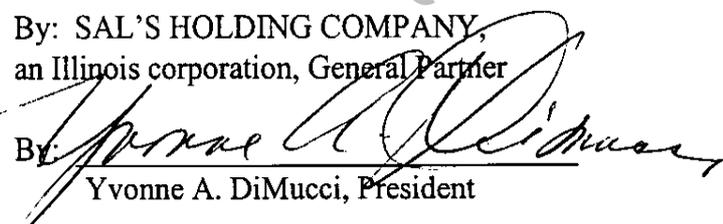
By: TONY'S HOLDING COMPANY,
an Illinois corporation, General Partner

By: 
Anthony P. DiMucci, President

SAL'S HOLDING COMPANY, an Illinois
corporation

By: SAL'S HOLDING COMPANY,
an Illinois corporation, General Partner

By: 
Yvonne A. DiMucci, President

By: 
Yvonne A. DiMucci, President

UNOFFICIAL COPY

99090823

State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Anthony P. DiMucci, personally known to me to be the President of Tony's Holding Company, an Illinois corporation, 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 pursuant to authority given by the shareholders of said corporation as his 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 20th day of January, 1999.

Commission expires _____ 19____

Stephanie H. Thomas

NOTARY PUBLIC



State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Yvonne A. DiMucci, personally known to me to be the President of Sal's Holding Company, an Illinois corporation, 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 she signed and delivered the said instrument pursuant to authority given by the shareholders of said corporation as her 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 20th day of January, 1999.

Commission expires _____ 19____

Stephanie H. Thomas

NOTARY PUBLIC



State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Anthony P. DiMucci, personally known to me to be the President of Tony's Holding Company, an Illinois corporation, General Partner of Redwood Apartments Partners, an Illinois general partnership, 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 pursuant to authority given by the partners of said partnership as his free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of January, 1999.

Commission expires _____ 19__

Steph H Thomas
NOTARY PUBLIC



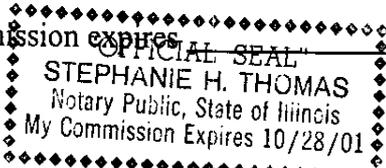
State of Illinois)
) ss.
County of Cook)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Yvonne A. DiMucci, personally known to me to be the President of Sal's Holding Company, an Illinois corporation, General Partner of Redwood Apartments Partners, an Illinois general partnership, 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 she signed and delivered the said instrument pursuant to authority given by the partners of said partnership, as her free and voluntary act, and as the free and voluntary act and deed of said partnership, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20th day of January, 1999.

Commission expires _____ 19__

Steph H Thomas
NOTARY PUBLIC



THIS DOCUMENT PREPARED BY AND AFTER RECORDATION RETURN TO:

D. Scott Hargadon, Esq.
Lord, Bissell & Brook
115 S. LaSalle Street
Suite 3400
Chicago, Illinois 60603

UNOFFICIAL COPY 99090823

EXHIBIT A

Legal Description for Redwood Apartments

LOTS 1, 2, 3, 4, 5, 6 AND 7 IN BLOCK 19 IN ELK RIDGE VILLA UNIT NO. 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF REGISTERED IN THE OFFICE OF THE REGISTRAR OF TITLES OF COOK COUNTY, ILLINOIS ON JUNE 29, 1962 AS DOCUMENT NUMBER 2041560.

PINS: 08-14-300-007, 08-14-300-008, 08-14-300-009, 08-14-300-010, 08-14-300-011,
08-14-300-012 and 08-14-300-013

1503-1559 Redwood, Mt. Prospect IL

FAUSERS\STHOMAS\SCOTT\DIMUCC\REDWOOD.WPD

Property of Cook County Clerk's Office