## ASSIGNMENT OF

ASSIGNMENT TO THIRD PARTY OF CONTRACT FOR CONDITIONAL

SALE OF REAL ESTATE COMMONLY KNOWN AS BONFIELD SQUARE APARTMENTS

THIS ASSIGNMENT OF ASSIGNMENT TO THIRD PARTY OF CONTRACT FOR CONDITIONAL SALE OF REAL ESTATE COMMONLY KNOWN AS BONFIELD SQUARE APARTMENTS ("Assignment of Assignment to Third Party Contract") is made and entered into this 24th day of August, 1988 by and among LAURIE L. MEREL whose address is 8036 N. Kenneth Ave., Skokie, Illinois, ("Assignor") and DENNIS RASMUSSEN AND MARYANN RASMUSSEN whose address is 278 Mary, Glencoe, Illinois ("Assignee").

## WITNESSETH

WHEREAS, prior hereto James M. Platis and Penelope D. Platis ("Platis") as Contract Purchaser and Oran H. Rickard and Shirley G. Rickard, as Contract Seller, entered into that certain Contract for Condtional Sale of Real Estate commonly known as Bonfield Square Apartments dated July 3, 1980 and recorded on July 16, 1980 as Instrument No. 590917, in the Office of the Recorder, in Lake County, Indiana (the "Contract"); and

WHEREAS, the Contract concerns property and improvements located at 2749 West 61st Place, Merrillville, Lake County, Indiana, and legally described as follows:

Lots 132, 133 and 134, Bon Aire Subdivision, Unit No. 7, as shown in Plat Book 41, Page 95, Lake County, Indiana

(the "Real Estate"); and

WHEREAS, Assignor and Assignee entered into a Purchase and Standard Addendum to Purchase Agreement dated June 13, 1988 ("Purchase Agreement and Standard Addendum") whereby Assignor contracted to purchase a certain parcel of real estate owned by Assignee commonly known as 4453-55 Rockwell and 2549-2553 Sunnyside Street, Chicago, Illinois; and

WHEREAS, Assignee desires to acquire a contract purchaser's interest in the Real Estate and Assignor desires to acquire title to Assignee's property pursuant to and in consumation of the Purchase Agreement and Standard Addendum; and

WHEREAS, Platis and Assignee entered into a certain Purchase Agreement (the "Agreement"), dated July 28, 1988, for purpose in part to facilitate an exchange, which in part required Platis to assign the Contract to Assignor, with the consent of Assignor, in exchange for One Hundred Thousand and No/100 Dollars (\$100,000.00) cash from Assignor and that certain promissory note executed by Assignor for the benefit of Platis in the amount of Six Hundred Eighty Thousand and No/100 Dollars (\$680,000.00) (the "Third Party Note"); and

WHEREAS, pursuant to the Agreement Platis assigned to Assignor all right, title, obligation and interest in, under and to the Contract, said Assignment having been made pursuant to an Assignment to Third Party of Contract for Conditional Sale of Real Estate commonly known as Bonfield Square Apartments dated August 24, 1988 and recorded on August \_\_\_, 1988 as Instrument \_. in the Office of the Recorder, in Lake County, Indiana (the "Third Party Assignment"); and

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WHEREAS, the parties hereto wish to exchange their respective real property interests and intend for said exchange to qualify as an exchange under Section 1031 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, in order to effectuate the transactions described above, and with the consent of Platis first had and obtained, Assignor and Assignee have agreed to enter into this Assignment of Assignment to Third Party of Contract for Conditional Sale of Real Estate commonly known as Bonfield Square Apartments, as provided for herein;

NOW, THEREFORE, in condsideration of the mutual promises and undertakings contained herein, and of other good and valuable consideration, receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

- 1. <u>Assignment of Contract</u>. Assignor hereby sells, grants, transfers, assigns and conveys to Assignee, and Assignee hereby accepts and fully and completely assumes all of Assignor's right, title, obligation and interest in, under and to the Contract.
- 2. <u>Indemnification</u>. Assignee shall defend, indemnify and hold harmless Assignor against any and all liability, loss, damage or expense (including but not limited to reasonable attorneys fees) suffered by or asserted against Assignor as a result of any breaches or defaults by Assignee under the terms, conditions and obligations of the Contract, or resulting from any and all accidents, casualties or occurrences of any kind whatsoever that may occur on the Real Estate after the date of this Assignment.
- 3. <u>Recording</u>. This Assignment of Assignment to Third Party Contract may be recorded in the Office of the Recorder of Lake County, Indiana.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year first above written.

**ASSIGNOR** 

Laurie L. Merel

ASSIGNEE:

David Rasmussen

laryann Rasmussen

This Instrument Prepared by:

Martin S. Edwards 1133 Sherwood Glenview, Illinois 60025

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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 LAURIE L. MEREL, 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, sealed and delivered the said instrument as her free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of August, 1988.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
SILVIA MEDINA
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/7/90

MANAGE HER RESIDENCE

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 DAVID RASMUSSEN and MARYANN RASMUSSEN, his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this  $\frac{244}{100}$  day of August, 1988.

Notary Public

My Commission Expires:

"OFFICIAL SEAL"
Patricia Flowers
Notary Public, State of Illinois
My Commission Expires 3/16/91