

UNOFFICIAL COPY

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4/16/003 35 001 Page 1 of 3
2002-01-24 10:05:03
Cook County Recorder 25.50

When Recorded Return To:
Chicago Community Bank
1110 West 35th Street
Chicago, IL 60609

Document Prepared By: D. Colon/NTC
101 N. Brand Blvd. #1800
Glendale, CA 91203



ABNY#: 00003960208

ASSIGNMENT OF MORTGAGE/DEED

FOR GOOD AND VALUABLE CONSIDERATION,
the sufficiency of which is hereby acknowledged, the undersigned,
ATLANTIC BANK OF NEW YORK formerly known as NATIONAL BANK
OF GREECE S.A. - CHICAGO BRANCH, a New York Corporation,
whose address is 960 Avenue of the Americas,
New York, NY 10001, (assignor),
by these presents does convey, grant, sell, assign, transfer and set
over the described mortgage/deed of trust together with the certain
note(s) described therein together with all interest secured thereby,
all liens, and any rights due or to become due thereon to
CHICAGO COMMUNITY BANK, an Illinois Corporation,
whose address is 1110 West 35th Street, Chicago, IL, 60609,
its successors or assigns, (assignee).
Said mortgage/deed of trust bearing the date 08/03/00, made by
JOHN P CARREON AND ANNE M CARREON
to ATLANTIC BANK OF NEW YORK
and recorded in the Recorder or Registrar of Titles of COOK
County, Illinois in Book Page as Instr# 00618976
upon the property situated in said State and County as more fully
described in said mortgage or herein to wit:

SEE EXHIBIT A ATTACHED
known as: 1010 RALEIGH ROAD GLENVIEW, IL 60025
It is expressly understood that this assignment is made without recourse
to, and without representation, covenant or warranty, expressed or
implied by, the assignor in any way whatsoever.
11/28/01 04-35-207-070-0000

ATLANTIC BANK OF NEW YORK formerly known as NATIONAL BANK
OF GREECE S.A. - CHICAGO BRANCH

By: [Signature]
VINCENT QUILES VICE PRESIDENT

STATE OF NEW YORK COUNTY OF NEW YORK
The foregoing instrument was acknowledged before me
this 28th day of November, 2001, by VINCENT QUILES
of ATLANTIC BANK OF NEW YORK formerly known as NATIONAL BANK
OF GREECE S.A. - CHICAGO BRANCH
on behalf of said CORPORATION.

[Signature]
FRANCES SBLENDORIO Notary Public
My commission expires: 12/31/2002

FRANCES SBLENDORIO
Notary Public, State of New York
No. 03-4523549
Qualified in Bronx County
Commission Expires Dec. 31, 2002

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Property of Cook County Clerk's Office



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5348/0021 49 001 Page 1 of 17
2000-08-14 10:47:26

RECORDATION REQUESTED BY:

Atlantic Bank of New York -
Chicago Branch
168 N. Michigan Ave.
Chicago, IL 60601

00003700208

0021

WHEN RECORDED MAIL TO:

Atlantic Bank of New York -
Chicago Branch
168 N. Michigan Ave.
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Mortgage prepared by:

Mary E. Gorch-ABNY Chicago Branch
168 N. Michigan Ave.
Chicago, IL 60601

BOX 169

REI TITLE 107646 10F2

MORTGAGE

MAXIMUM LIEN. At no time shall the principal amount of Indebtedness secured by the Mortgage, not including sums advanced to protect the security of the Mortgage, exceed \$136,000.00.

THIS MORTGAGE dated August 3, 2000, is made and executed between John P. Carreon and Anne M. Carreon; husband and wife as tenants by the entirety (referred to below as "Grantor") and Atlantic Bank of New York - Chicago Branch, whose address is 168 N. Michigan Ave., Chicago, IL 60601 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages, warrants, and conveys to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Cook County, State of Illinois:

LOT 13 IN GLENSHORE SUBDIVISION, BEING A SUBDIVISION OF THE EAST 480.08 FEET OF BLOCK 5 IN HUTCHING'S ADDITION TO OAK GLEN, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 35, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1010 Raleigh Road, Glenview, IL 60025. The Real Property tax identification number is 04-35-207-070-0000.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B)

PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property

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