

UNOFFICIAL COPY

0020098535

1/45/0065 35 001 Page 1 of 3  
2002-01-24 10:18:13  
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#: 00049600104


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 03/15/00, made by  
**ROBERT A SPRINGER AND JEFFREY B SPRINGER**  
to **ATLANTIC BANK OF NEW YORK**  
and recorded in the Recorder or Registrar of Titles of COOK  
County, Illinois in Book Page as Instr# 00264510  
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: 1428 N NORTH PARK #2 CHICAGO, IL 60610  
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 17-07-201-029-0000  
**ATLANTIC BANK OF NEW YORK** formerly known as **NATIONAL BANK  
OF GREECE S.A. - CHICAGO BRANCH**

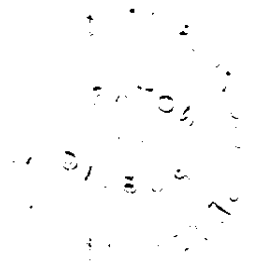
By:   
VINCENT QUILES VICE PRESIDENT

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.

  
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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00264510

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2000-04-14 12:04:21

**RECORDATION REQUESTED BY:**

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

000-4600/04

**WHEN RECORDED MAIL TO:**

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

0020098535

**SEND TAX NOTICES 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. Gooch  
168 N. Michigan Ave.  
Chicago, IL 60601

**BOX 169**

REI TITLE

105937

**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 \$200,000.00.

**THIS MORTGAGE** dated March 15, 2000, is made and executed between Robert A. Springer and Jeffrey B. Springer; both unmarried, as joint tenants (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 3 IN SUBDIVISION OF LOT 136 IN BRONSON'S ADDITION TO CHICAGO IN THE WEST 1/2 OF THE NORTHEAST 1/4 IN SECTION 4, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.**

The Real Property or its address is commonly known as 1428 N. North Park #2, Chicago, IL 60610. The Real Property tax identification number is 17-04-201-029-0000.

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor under the Credit Agreement, but also any future amounts which Lender may advance to Grantor under the Credit Agreement within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of

the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor so long as Grantor complies with all the terms of the Credit Agreement and Related Documents. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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 EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS INTENDED TO AND SHALL BE VALID AND HAVE PRIORITY OVER ALL SUBSEQUENT LIENS AND ENCUMBRANCES, INCLUDING STATUTORY LIENS, EXCEPTING SOLELY TAXES AND ASSESSMENTS LEVIED ON THE REAL PROPERTY, TO THE EXTENT OF THE MAXIMUM AMOUNT SECURED HEREBY. 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