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Bank

**ASSIGNMENT AND ASSUMPTION
OF INSTALLMENT NOTE,
MORTGAGE, SECURITY AGREEMENT
AND FINANCING STATEMENT
AND OTHER LOAN DOCUMENTS**

COOK COUNTY, ILLINOIS
FILED FOR RECORD
94 DEC -6 PM 12:43

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THIS ASSIGNMENT AND ASSUMPTION OF
INSTALLMENT NOTED AND MORTGAGE, SECURITY
AGREEMENT AND FINANCING STATEMENT AND
OTHER LOAN DOCUMENTS (this "Assignment")
is made as of November 16, 1994 by and
among LASALLE NATIONAL TRUST, N.A., NOT
PERSONALLY, BUT AS TRUSTEE UNDER TRUST
AGREEMENT DATED JANUARY 21, 1992 AND
KNOWN AS TRUST NUMBER 116846-70
("Mortgagor") (Beneficiary and Mortgagor
are sometimes hereinafter collectively
referred to as "Assignor") and
~~Landmark Home, Inc.~~
("Assignee") and LaSalle Bank Lake View
("Lender").

WITNESSETH:

WHEREAS, Lender made a loan to Mortgagor and Beneficiary in the
original principal amount of Two Hundred Eight Thousand and No/100
Dollars (\$208,000.00) (the "Loan") evidenced by the loan documents set
forth in Exhibit "A" attached hereto (the "Loan Documents") secured by a
Mortgage encumbering the property commonly known as 5030-32 N. Kenmore,
Chicago, Illinois and legally described on Exhibit "B" attached hereto
(the "Property"); and

WHEREAS, Assignor desires to assign all of its right, title and
beneficial interest in the Trustee's land trust holding title to the
property and the Loan Documents to Assignee; and

**THIS DOCUMENTS WAS PREPARED BY
AND AFTER RECORDING RETURN TO:**

Michael S. Kurtzon
Miller, Shakman, Hamilton
Kurtzon & Schlifke
208 South LaSalle
Suite 1100
Chicago, Illinois 60604

263-3700

PERMANENT INDEX NUMBERS:

14-08-405-015

PROPERTY ADDRESS:

5030-32 N. Kenmore

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6. Waiver of Claims and Defenses. Assignee hereby acknowledges that no defenses, offsets or counterclaims are, as of the date hereof, available to Assignee under the Loan Documents.

7. Non-impairment. Nothing herein contained shall impair the Loan Documents in any way nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of the Loan Documents shall continue in full force and effect.

8. This Instrument is executed by LASALLE NATIONAL TRUST, N.A., not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument), and it is expressly understood and agreed that nothing herein or in the Note contained shall be construed as creating any liability on said Trustee personally to pay the said Note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant, either express or implied, herein contained, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security hereunder, and that so far as said Trustee personally is concerned, the legal holder or holders of said Note and the owners or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said Note provided or by action to enforce the personal liability of any guarantors of the indebtedness hereby secured or by proceeding against any other collateral security therefor.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

LENDER:
LASALLE BANK LAKE VIEW
an Illinois Corporation

BY: [Signature]
Vice President

ATTEST: [Signature]
Vice President

ASSIGNOR:

BENEFICIARY:

x [Signature]
x [Signature]

~~ASSIGNOR: MORTGAGOR :~~

LASALLE NATIONAL TRUST, N.A.
As Trustee aforesaid:

BY: [Signature]
ITS: Vice President

ATTEST: [Signature]
ITS: Assistant Secretary

ASSIGNEE:

L. and A. HOMES, Inc.

BY: [Signature]
ITS: PRESIDENT

ATTEST: [Signature]
ITS: SECRETARY

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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that David Rickman, ~~Vice President~~ of L AND A Homes, Inc. and William Ayer, Secretary Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of March, 1994

[Signature]
"OFFICIAL"
Also O. A. ...
Notary Public, State of Illinois
My Commission Expires 11/30/97
[Signature]
Notary Public

COOK County Clerk's Office

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Exhibit B

Legal Description

Legal Description:

Lot 20 in Block 7 in Argyle, being a Subdivision of Lots 1 and 2 in Fussey and Pennimore's Subdivision of the Southeast Fractional Quarter (1/4) of Section 8, Township 40 North, Range 14, East of the Third Principal Meridian, with Lots 1 and 2 in Colehour and Connaroe's Subdivision of Lot 3 in said Fussey and Pennimore's Subdivision, in Cook County, Illinois.

Property Address: 5030-32 N. Kenmore
Chicago, IL.

P.I.N. 14-08405-015

Property of Cook County Clerk's Office

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WHEREAS, in conjunction with said Assignment, Assignor desires that Assignee assume all of Assignor's obligations under the Loan Documents and Lender release Assignor from all of Assignor's obligations under the Loan Documents; and

WHEREAS, Assignor has requested that Lender consent to such assignment and assumption of the Loan Documents by Assignee, and release of Assignee and Lender has agreed to do so on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, Ten and No/100 Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, Assignee and Lender agree as follows:

1. Preambles. The Preambles set forth hereinabove are hereby incorporated herein by reference as if fully set forth herein.
2. Assignment. Assignor hereby assigns all of its right, title and interest in and to the Loan Documents to Assignee. Assignee hereby assumes and agrees to be bound by and to perform all of the terms, covenants, conditions and obligations of Assignor as set forth in the Loan Documents as though Assignee had been the original party executing said documents. In that regard, from and after the date of this Assignment the Loan Documents shall be construed as if same had been originally executed by Assignee and, therefore, wherever the names of Assignor appear in the Loan Documents, the name of the Assignee shall be deemed substituted therefor.
3. Consent and Acknowledgement of Lender. By execution hereof, Lender hereby consents to the assignment and assumption of the Loan Documents by Assignee as set forth herein and hereby acknowledges that Assignee shall be obligated for performance of the terms, covenants and conditions under the Loan Documents. In that regard, Lender hereby consents to the assignment of the beneficial interest in the Trustee from Assignor to Assignee and further releases Assignor from any and all obligations under the Loan Documents.
4. Representations and Warranties of Assignor. Assignor represents and warrants as follows:
 - (a) Each entity of Assignor has been duly organized and is in good standing in accordance with the laws of the State of Illinois;
 - (b) All partnership and/or corporate action required in order to authorize the execution and performance of the obligations of Assignor under this instrument has been duly taken; and
 - (c) There are no defaults or events that with the passage of time, giving of notice or both would constitute a default under any of the Loan Documents.
5. Successors and Assigns. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, executors, personal administrators, successors and assigns.

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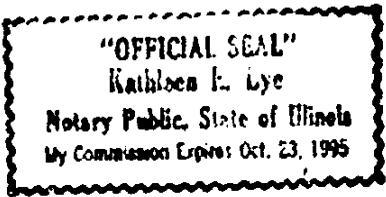
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STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Corinne Bek Assistant Vice President of LA SALLE NATIONAL TRUST, N.A. and NANCY A. STACK Assistant Secretary Trust Officer of said Bank, who are personally known to me to be the same person whose names are subscribed to the foregoing instrument as such Assistant Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that said Trust Officer, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said Instrument as said Trust Officer's own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of November, 1994.

Kathleen E. Lye
Notary Public



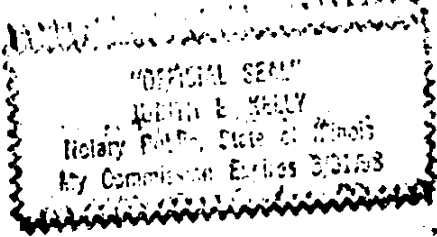
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STATE OF ILLINOIS)
) SS
COUNTY OF COCK)

I, the undersigned, a Notary Public in and for said County in the State aforesaid DO HEREBY CERTIFY, that TONI STANEK, Vice President of LaSalle Bank Lake View, and DAVID T. DRESANEK Vice President of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Vice President, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 25th day of November, 1994.

Judith E. Kelly
Notary Public



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EXHIBIT "A"

LOAN DOCUMENTS

Note
Mortgage
Lease and Rent Assignments
Assignment of Beneficial Interest

Property of Cook County Clerk's Office

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