

# UNOFFICIAL COPY

PREPARED BY [AND MAIL  
AFTER RECORDING TO]:

RECORDERS USE ONLY:



Doc#: 0412017214  
Eugene "Gene" Moore Fee: \$32.50  
Cook County Recorder of Deeds  
Date: 04/29/2004 01:50 PM Pg: 1 of 5

UMBRELLABANK, FSB  
222 WEST HURON STREET  
SUITE 500 W  
CHICAGO, IL 60501

## NOTICE OF EQUITABLE LIEN INTEREST AFFECTING REAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS, THAT UMBRELLABANK, FSB OF CHICAGO, ILLINOIS (FORMERLY ARGO FEDERAL SAVINGS BANK, FSB OF SUMMIT, ILLINOIS) HAS ACQUIRED, FROM COMMERCIAL LOAN CORPORATION OF OAKBROOK, ILLINOIS, AN EQUITABLE INTEREST IN LOANS AND OTHER CREDIT OBLIGATIONS REPRESENTED BY THAT CERTAIN PARTICIPATION CERTIFICATE ATTACHED HERETO AS EXHIBIT "A". BY THE PARTICIPATION CERTIFICATE, COMMERCIAL LOAN CORPORATION SOLD AND TRANSFERRED TO UMBRELLABANK, FSB ALL OR A PORTION OF A LOAN GRANTED BY COMMERCIAL LOAN CORPORATION, SECURED BY THAT CERTAIN MORTGAGE LIEN FILED BY COMMERCIAL LOAN CORPORATION ON REAL PROPERTY LOCATED IN COOK COUNTY, ILLINOIS, AND LEGALLY DESCRIBED ON EXHIBIT "B" HERETO.

UMBRELLABANK, FSB WARRANTS PAYMENT OF GOOD AND VALUABLE CONSIDERATION FOR THE COLLATERAL SECURITY ACQUIRED AND PROVIDES NOTICE OF ITS EQUITABLE INTEREST IN THE RECORD LIEN FILED BY COMMERCIAL LOAN CORPORATION.

WITNESS THE HAND AND SEAL OF INTEREST HOLDER, UMBRELLABANK, FSB THIS 28th DAY OF APRIL, 2004.

UMBRELLABANK, FSB

By: George P. Zechel  
Its: Senior Vice President

Attest:

James M. Bitts

Secretary

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STATE OF ILLINOIS        )  
   ) SS  
 COUNTY OF COOK         )

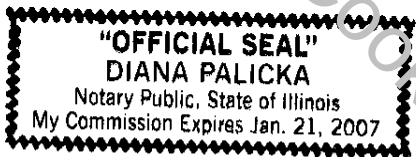
The Undersigned, a Notary Public in and for said county, in the state aforesaid, do hereby certify that GEORGE P. YEDINAK, personally known to me to be the Senior Vice President of UmbrellaBank, fsb, and FRANCES M. PITTS, personally known to me to be the Secretary of said corporation, appeared before 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 Notarial Seal this 28 day of April, 2004..

My Seal Expires 1-21-07

Diana Palicka  
 Notary Public

(Seal)



Cook County Clerk's Office

COMMERCIAL LOAN CORPORATION  
POOL PARTICIPATION CERTIFICATION**UNOFFICIAL COPY**

## DESCRIPTION OF POOL

Participant (s) Name & Address Wargo Federal Savings Bank 818 S. Archer Urbana, IL 60501-0168	Date of Pool 07/26/2001	Maturity Date 08/01/2004	\$ Amount of Pool \$337,500.00	Participant's Share of Pool \$168,750.00
	Pool Number 0094	Pool Interest Rate Per Annum 7.25% Fixed	Interest Method 365/365	
	<input checked="" type="checkbox"/> New Pool	<input type="checkbox"/> Renewal No:	Participation % 50.00%	This Participation is Pro Rata <input type="checkbox"/> Last In, First Out

Description of Note (s): See Exhibit "A"

Payment Terms:

See Exhibit "A"

**PARTICIPATION.** Subject to the terms hereof, the undersigned Seller sells and transfers to the Participant, as of the Date of this Participation, a Participation in the Notes (s) described in Exhibit "A" with an undivided interest in all rights and remedies relating thereto, including without limitation the right to receive its share as hereinafter set forth of all collections with respect to the Note (s). The undersigned Participant accepts the Participation subject to the terms and provisions of the Master Participation Agreement dated 05/01/2000 by and between Commercial Loan Corporation ("Seller") and Participant.

**DEFINITIONS.** As used herein the following terms will have the meaning indicated below:

a. **NOTE(S).** The promissory note (s) executed by Debtor(s) in favor of Seller and described in Exhibit "A".

b. **COLLATERAL.** The property real, personal and/or mixed which now or hereafter may stand as collateral security for the Note including, but not limited to, collateral now existing or hereafter arising and collateral described above all of which shall herein be collectively referred to as "Collateral."

c. **COLLECTIONS.** Any and all payments of principal and interest, the proceeds of any set-off of deposit balances of Debtor(s) or others, payments of any guarantees of the obligations of Debtor(s) and all other payments of any kind or character in any way relating to the Note including collections received from or in respect to the Collateral and the proceeds therefrom.

d. **PARTICIPATION PERCENTAGE.** The Participant's percentage of ownership, as set forth above, in the Notes, Collateral, and loan instruments, as of the Date of this Certification.

**ADMINISTRATION OF THE NOTES.** The Seller shall administer the Notes and this Participation in accordance with terms and conditions of the Master Loan Agreement and prudent banking practices as follows:

a. The Notes, all mortgages or other liens on real property, security agreements, financing statements and other instruments or documents executed or taken in connection with the Notes are in Seller's possession.

b. Seller shall maintain at its regular place of business copies of financial statements, credit and other reports submitted to Seller by Debtor(s) or by others and shall allow Participant or its agent to view said information during Seller's regular hours of business. At Participant's expense Seller shall provide copies of said information for Participant's files.

c. Seller shall provide Participant with a monthly summary of debit and credit advances in respect to all advances to and receipts from Debtor(s) and all Collections received in connection with the Notes. Seller agrees to account and remit, within ten (10) business days of receipt, Participant's share of all Collections received by Seller.

d. Seller may, in its sole and absolute discretion, amend, modify or terminate any agreement or guaranty with respect to the Notes, Collateral, or any documents or instruments related thereto and may waive compliance with the terms and conditions of any of the foregoing. Seller agrees that it will notify Participant of any changes it makes to any of the Notes making up this Participation.

e. Seller will notify Participant promptly of any event of default with respect to the Notes or any agreement executed by Debtor(s) or others in connection with the Notes and Collateral and of any event which with the lapse of time or giving of notice or both, would constitute an event of default if Seller had actual knowledge thereof.

f. Any and all out-of-pocket costs, expenses and attorneys' fees incurred or paid in connection with the collection or enforcement of the Notes or any rights or remedies incident thereto or in connection with the Collateral or its preservation or liquidation, shall be borne ratably by the parties to the extent not reimbursed by Debtor(s) or others according to their Participation Percentage as of the date of such costs, expenses and fees.

4. **DISTRIBUTION OF COLLECTIONS.** If this Participation is "Last-In, First-Out," all collections shall be first applied to accrued and unpaid interest on the Notes and then to reduce the Participation(s) until the Participation(s) is paid in full, provided there has been no occurrence of a demand for payment of the Notes or occurrence of a default or event of default under the terms of the Note or any agreement or instrument related to the Notes or Collateral. In the event of such an occurrence, all collections received by Seller shall be applied ratably between the parties in accordance with their respective interests as of the date of such an occurrence.

If the Participation is "Pro-Rata," all Collections shall be applied ratably between the parties hereto in accordance with the amount of their respective interests which amount shall be determined on a basis of the percentage of each party in the unpaid amount of the Notes, as of the close of business on the date of such Collections.

5. **WARRANTIES AND AGREEMENTS OF SELLER.** Seller represents and warrants the genuineness (but not the collectability, validity, effectiveness or enforceability) of the Notes and of any instruments or documents related to the Notes or Collateral. Seller agrees to use the same care in protecting the interests of Participant in the Notes and Collateral as it does for similar loans and advances held by it solely for its own account.
6. **NON-RECOURSE:** Participant acknowledges and agrees that it has purchased this Participation on a non-recourse basis to Seller.
7. **AGREEMENTS BY PARTICIPANT.** Participant agrees that Seller shall be free of liability with respect to anything Seller may do or refrain from doing in good faith and in the exercise of its judgment. Participant further agrees that Seller may without notice to or the consent of Participant engage in business transactions with any Debtor(s) of the Notes or any of its affiliates. Participant also agrees that Seller at any time may repurchase from Participant all or any part of the Participation. Participant agrees that it will not sell any of its Participation without first securing the written consent of the Seller.
8. **PRIOR CERTIFICATIONS SUPERSEDED.** All prior certifications between Seller and Participant in connection with the Note shall be deemed to be and are superseded hereby.
9. **ACCEPTANCE.** Upon acceptance hereof in the space provided for that purpose below, this Agreement shall be a contract between us for the uses and purposes herein above set forth.

## SIGNATURES

SELLER: Commercial Loan Corporation

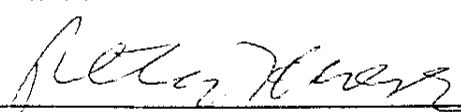
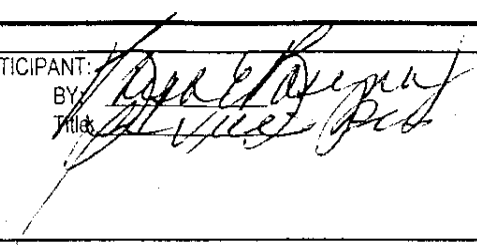
BY: Peter M. Hueser

Title: President

PARTICIPANT:

BY:

Title:

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**COMMERCIAL LOAN CORPORATION**

**POOL INFORMATION**

Pool #	Loan #	Note #	Borrower Name	Note Amt.	Current Balance	Argo's % of Line	Rate	Maturity Date
94	1028	2388	Patria Partners	\$82,500.00	\$41,250.00	50.00%	7.25%	8/1/2004

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## Exhibit "B"

INTEREST OF DEBTOR ACQUIRED BY MORTGAGE DATED JULY 18, 2000, RECORDED JULY 25, 2000, AS COOK COUNTY DOCUMENT NO. 00555515, ENCUMBERING THE FOLLOWING DESCRIBED REAL ESTATE:

LOT 33 IN WOODRUFF'S 1<sup>ST</sup> ADDITION TO CHELTENHAM, BEING A SUBDIVISION OF LOTS 111 TO 122 INCLUSIVE IN DIVISION NUMBER 2, IN WESTFALL'S SUBDIVISION OF 208 ACRES BEING THE EAST ¼ OF THE SOUTHWEST ¼ AND THE SOUTHEAST FRACTIONAL ¼ OF SECTION 30, TOWNSHIP 38 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Permanent Index Number: 21-30-331-011-0000

Commonly Known as: 7833 SOUTH MARQUETTE AVENUE, CHICAGO, IL

After recording mail the document to:

UmbrellaBank, fsb  
220 W. Huron  
Suite 500 W  
Chicago, IL 60610