Doc#: 0423234039

Eugene "Gene" Moore Fee: \$46.50 Cook County Recorder of Deeds Date: 08/19/2004 10:47 AM Pg: 1 of 2

Assignment of Promissory Note

THIS ASSIGNMENT dated as of June 1st, 2004 between Aldo Quiñonez (the "Assignor") and Alejandro Hurtado (the "Assignee").

WHEREA'S pursuant to a promissory note (the "Note") dated 24th day of October 2002 from Justina Candelario, Dionicio Diaz, and Amado Candelario (the "Payors") to the Assignor and maturing on January 25th, 2004, the Payor agreed to pay to the Assignor the principal sum of \$50,000, together with interest thereon as provided in the Note; and said Note is secured with a lien on the property located at 2836-38 West Cermak Road, Chicago, Il 60623, with PIN numbers 16-24-315-023 and 16-24-315-024.

AND WHEREAS the Assignor has agreed to assign the Note to the Assignee as continuing collateral security for payment to the Assignee of all monies and liabilities, matured or not whether present or future, direct and it direct, absolute or contingent, now or at any time hereafter owing or incurred, wheresoever or however incurred from or by the Assignor, as principal or surety, whether alone or jointly with any other person and in whatever name, style or firm, whether otherwise secured or not and whether a ising from dealings between the Assignor and the Assignee or from other dealings or proceedings by which the Assignee may become a creditor of the Assignor including, without limitation advances upon overdrawn accounts or upon bills of exchange, promissory notes or other obligations discounted for the Assignor or otherwise, all bills of exchange, promissory notes and other obligations negotiable or otherwise representing money and liabilities or any portion thereof, now or hereafter owing or incurred from or by the Assignor (all of the foregoing being collectively referred to as the "Indebtedness");

NOW THEREFORE in consideration of the premises and of two Goliars (\$2.00) now paid by the Assignee to the Assignor (the receipt whereof is hereby acknowledged) the Assignor hereby assigns and sets over unto the Assignee the Note and all amounts outstanting thereunder, assigns and sets over unto the Assignee the Note and all amounts outstanting thereunder, together with interest thereon now owing or unpaid as aforesaid, together with all monies that may hereafter become due or owing in respect of the Note and the full benefit of all powers and of all covenants and provisos contained in the Note upon the following terms and conditions:

- 1. The Assignor has assigned the Note and all monies arising in respect thereof and accruing thereon to the use of the Assignee forever, subject to the terms contained in the Note.
- 2. The Assignor covenants with the Assignee that the Note is a good and valid instrument, and that the said sum of \$319,546 and interest as aforesaid is now unpaid under and by virtue of the Note and that save as mentioned hereunder, it has not done or permitted any act, matter or thing whereby the Note has been released or discharged either partly or in entirety and that it will upon request, do, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained therein.

0423234039 Page: 2 of 2

UNOFFICIAL COPY

-2-

- 3. Upon payment of the monies owing under the Note, the Assignee may sign and deliver a good and valid discharge of the Note and return the Note to the Payor and the Assignor shall not be a necessary party to such discharge.
- 4. The provisions of this Assignment shall enure to the benefit of and be binding upon the successors and assigns of each party.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of the date first written above.

100	
X	
Witness	Assignor
Without Ox	ſ
SWORN before me this 8^{th} day of June, χ	difference
2004	LDO QUINONEZ/) (ASSIGNOR)
2004	
) _v
Angelica Carisl Notary Public	9
Notary Public	
"OFFICIAL SEAL"	1/8/
ANGELICA CORRAL NOTARY PUBLIC, STATE OF ILLINOIS	Contract of the second
MY COMMISSION EXPIRES 5/19/2007	
	10
	A.H. FINANCIAL
	1800 W. 18th ST.
	CHTCAO, FL 60608
	CUTUOITE GULOY