

# UNOFFICIAL COPY

AFTER RECORDING, RETURN TO:

ATTN: COMMERCIAL LOAN SERVICING  
PARK NATIONAL BANK  
11 W. MADISON  
OAK PARK, IL 60302  
546904-1 AK 1  
PERMANENT TAX INDEX NUMBER[S]:



Doc#: 0629740152 Fee: \$30.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/24/2006 03:39 PM Pg: 1 of 4

14-28-111-047-0000  
Property Address:  
2935-37 N. Clark  
CHICAGO, IL 60657,  
431 0068 958

## ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS

This ASSIGNMENT OF MORTGAGE AND LOAN DOCUMENTS dated as of the *14th day of August, 2006*. (the "Assignment"), is executed by LASALLE BANK NATIONAL ASSOCIATION, a national banking association (the "Assignor"), whose address is 135 South La Salle Street, Chicago, Illinois 60603, Attention: Commercial Real Estate, to and for the benefit of PARK NATIONAL BANK, a national banking association (the "Assignee"), whose address is 11 Madison Street, Oak Park, Illinois 60302

### RECITALS:

A. Pursuant to that certain Loan Portfolio Purchase Agreement dated as of *August 14th, 2006*, executed by and between the Assignor and the Assignee (as amended from time to time, the "Master Assignment Agreement"), the Assignor has conveyed, transferred, set over and assigned to the Assignee certain loans (collectively, the "Assigned Loans") and all collateral for such Assigned Loans, together with all security agreements, mortgages, assignments, guarantees and other documents and instruments evidencing or securing such loans (collectively, the "Loan Documents").

B. The Loan Documents include, without limitation, that certain (i) Mortgage dated 5/7/1990, executed by LaSalle Bank National Association as successor trustee to American National Bank and Trust Company of Chicago under Trust Agreement dated April 23, 1990 as known as Trust Number 110881-01. (the "Mortgagor"), in favor of the Assignor, and recorded on 5/17/1990 as Document Number 90229103 with the Recorder of Deeds of Cook County, State of IL (the "Mortgage"), and (ii) Assignment of Rents dated 5/7/1990, executed by the Mortgagor in favor of the Assignor, and recorded on 5/17/1990 as Document Number 90229104 with the Recorder of Deeds of Cook County, State of IL (the "Assignment of Rents"), whereby the Mortgagor mortgaged, granted, assigned and conveyed to the Assignor the real estate and improvements located thereon described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), and all leases and rents relating to the Premises.

C. The Assigned Loans include, without limitation, the loans described in the Mortgage, as evidenced by the note referred to in the Mortgage.

D. This Assignment is being executed by the Assignor in accordance with the terms of the Master Assignment Agreement and confirms, for purposes of the public record, the sale, assignment and transfer of the Mortgage and loans described therein, by the Assignor to the Assignee.

**BOX 314**

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NOW THEREFORE, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

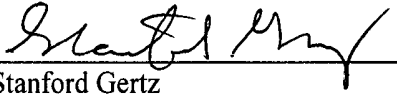
## AGREEMENTS:

1. Recitals. The recitals set forth above shall be incorporated herein as if set forth in their entirety.
2. Definitions. Capitalized words and phrases not otherwise defined in this Assignment shall have the meanings assigned thereto in the Loan Documents.
3. Assignment. The Assignor does hereby sell, assign, transfer and set over to the Assignee all of Assignor's right, title and interest, of every kind and nature, in and to the Mortgage, the Assignment of Rents, the Premises, and any and all other Loan Documents referred to in the Mortgage.
4. Disclaimer of Representations by the Assignor. The assignment of the Mortgage and the other Loan Documents hereby is being made by the Assignor on an "AS IS" basis and WITHOUT RECOURSE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. Except as set forth in the Master Assignment Agreement, the Assignor makes no representation or warranty and assumes no responsibility of any kind or character in relation to the Mortgage and the other Loan Documents or any party concerned therewith, including, but not limited to, the execution, validity, genuineness, enforceability, priority or collect ability of the Note referred to the Mortgage or any of the Loan Documents, any collateral security therefore or any guarantee thereof.
5. Successor Mortgagee. The term "Mortgagee" as used in the Mortgage shall be deemed to mean and refer to the Assignee.
6. Future Notices. The Assignor will promptly send copies of all notices and summons that the Assignor receives with respect to the Mortgage or the Premises, to the Assignee at the address set forth above. Any notice or summons required or desired to be given to the mortgagee pursuant to or with respect to the Mortgage shall be addressed to the Assignee and sent to address set forth above. The failure to deliver any said notices or summons to the Assignee shall not be effective against the Assignee or its interest in the Premises.
7. Governing Law. This Assignment has been made and delivered at Chicago, Illinois, and shall be governed by and construed in accordance with the laws of the State of Illinois.
8. Successors and Assigns. This Assignment shall be binding on Assignor, its successors and assigns, and all persons claiming under or through any of the foregoing, and shall inure to the benefit of the Assignee, its successors and assigns.

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IN WITNESS WHEREOF, the Assignor has caused this Assignment of Mortgage and Loan Documents to be executed as of the date set forth above.

LASALLE BANK NATIONAL ASSOCIATION,  
a national banking association

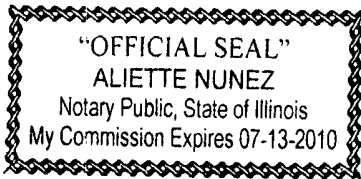
By:   
Name: Stanford Gertz  
Title: Assistant Vice President

STATE OF ILLINOIS )  
                                  ) SS.  
COUNTY OF COOK )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that STANFORD GERTZ, an Assistant Vice President of LASALLE BANK NATIONAL ASSOCIATION, a national banking association, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Assistant Vice President, he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said banking association, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this *14th day of August, 2006.*

  
Notary Public



My Commission Expires:

7-13-10

GKF:sw  
August 14, 2006  
AssignmentAllongeOmbus

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## EXHIBIT "A"

### LEGAL DESCRIPTION OF REAL ESTATE

LOT 15 AND THAT PART OF LOT 14 DESCRIBED AS BEGINNING AT THE SOUTH WEST CORNER OF SAID LOT 14 AND RUNNING THENCE NORTHWESTERLY ALONG THE WESTERLY LINE OF SAID LOT 14 A DISTANCE OF 77/100 FEET; THENCE NORTHEASTERLY A DISTANCE OF 1.33 FEET TO A POINT 87/100 FEET NORTH (MEASURED AT RIGHT ANGLES) OF SAID SOUTH LINE; THENCE EASTERLY A DISTANCE OF 66.25 FEET TO A POINT 91/100 FEET NORTH (MEASURED AT RIGHT ANGLES) OF SAID SOUTH LOT LINE; THENCE SOUTH A DISTANCE OF 91/100 FEET WEST OF THE SOUTH EAST CORNER OF SAID LOT AND THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 67.27 FEET TO PLACE OF BEGINNING BEING IN WILLIAM KNOKE AND OTHERS SUBDIVISION OF PART OF BLOCK 1 IN

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SUBDIVISION OF THE NORTH 20 ACRES OF THE SOUTH 50 ACRES OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 22, 1904 AS DOCUMENT 3527220 IN BOOK 86, PAGE 35 OF PLATS, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2935-37 N. Clark, Chicago, IL 60657. The Real Property tax identification number is 14-28-111-047-0000

Property of Cook County Clerk's Office