

UNOFFICIAL COPY

Doc#: 0630526022 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/01/2006 09:21 AM Pg: 1 of 4

AFTER RECORDING, RETURN TO:

ATTN: COMMERCIAL LOAN SERVICING
PARK NATIONAL BANK
11 W. MADISON
OAK PARK, IL 60302

563681-3 PS2
PERMANENT TAX INDEX NUMBER[S]:

24-28-404-013-0000, 24-28-404-014-0000, 24-28-404-015-0000, 24-28-404-017-0000

Property Address:

12600-12649 Krohn Dr.

Alsip, IL 60803

4310069490

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, guaranties 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, Security Agreement and Financing Statement dated 5/15/1993, executed by American National Bank and Trust Company of Chicago, a national banking association, as Trustee under Trust Agreement dated January 12, 1984 and known as trust number 60097 (the "Mortgagor"), in favor of the Assignor, and recorded on 6/28/1993 as Document Number 93494670 with the Recorder of Deeds of Cook County, State of IL (the "Mortgage"), and (ii) Assignment of Rents dated 5/15/1993, executed by the Mortgagor in favor of the Assignor, and recorded on 6/28/1993 as Document Number 93494671 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.

RETURN TO:

CORPORATION SERVICE CO.
33 N LA SALLE STREET
SUITE 2020
CHICAGO, IL 60602-3413

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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EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

5374813362

PARCEL 1:

THE WEST 219.48 FEET OF THE NORTH 1051.0 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THAT PART THEREOF CONVEYED TO THE ILLINOIS STATE TOLL HIGHWAY COMMISSION BY DEED DATED OCTOBER 8, 1957 AND RECORDED OCTOBER 9, 1957 AS DOCUMENT NO. 17034045 AND DESCRIBED AS FOLLOWS:

THAT PART LYING NORTH OF A LINE DRAWN FROM A POINT ON THE WEST LINE THEREOF 375.86 FEET SOUTH OF THE NORTHWEST CORNER THEREOF TO A POINT IN THE EAST LINE THEREOF 447.69 FEET SOUTH OF THE NORTHEAST CORNER THEREOF IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE WEST 33.00 FEET OF THE SOUTH 279.98 FEET (EXCEPT THE SOUTH 50.0 FEET THEREOF) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE WEST 219.48 FEET (EXCEPT THE EAST 93.24 FEET THEREOF) AND THE WEST 33.00 FEET THEREOF) AND (EXCEPT THE NORTH 1051 FEET THEREOF) AND (EXCEPT THE SOUTH 50 FEET TAKEN FOR 127TH STREET) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 93.24 FEET OF THE WEST 219.48 FEET (EXCEPT THE NORTH 1051 FEET THEREOF) AND (EXCEPT THE SOUTH 50.0 FEET THEREOF TAKEN FOR 127TH STREET) OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

Common Address:

12600-12649 Kroll Drive
Alsip, Illinois

PINS:

24-28-404-013
24-28-404-014
24-28-404-015
24-28-404-017