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THIS INSTRUMENT PREPARED BY: AND RECORD AND RETURN TO:

Alvin J. Helfgot
Deutsch, Levy & Engel Chtd.
225 West Washington Street
Suite 1700
Chicago, IL 60606
(312) 346-1460

ADDRESS OF PROPERTY: 4144 Rocsevelt Road Hillside, In 60162

PIN: 15-17-413-019-0000 15-17-413-020-0000 15-17-413-021-0000 15-17-413-062-0000



Doc#: 0633850156 Fee: \$40.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 12/04/2006 01:55 PM Pg: 1 of 9

For Recorder's Use Only

ASSIGNMENT

FOR GOOD AND VALUABLE CONSDIERATION, the receipt and sufficiency of which are hereby acknowledged. INTERIM LOAN CORP., an Illinois corporation ("Assignor"), hereby assigns, transfers, and sets over unto COMMUNITY FIRST BANK – CHICAGO ("Assignce"), all of its right, title and interest in and to the following:

- A. Mortgage dated as of June 27, 2006, executed by North Star Trust Company, as successor Trustee to National Bank of Commerce as Trustee under Trust Agreement dated March 3, 2000 and known as Trust No. 9952 (the "Mortgagor") and recorded in the Office of the Recorder of Cook Courty, Illinois (the "Recorder") on July 6, 2006, as Document No. 0618734075, conveying the real estate described on attached Exhibit B (the "Property"), to secure a \$317,000.00 loan made to the beneficiaries of the Trust by Assignee (the "Collateral Loan").
- B. Assignment of Leases and Rents dated June 30, 2006, executed by Mortgagor and recorded with the Recorder on July 6, 2006, as Document No. 0618734076, applicable to the Property.
- C. All other loan documents relating to the Collateral Loan listed on Exhibit A which is attached hereto and made a part thereof.

The documents listed in A-C above are collectively referred to herein as the "Collateral Documents".

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This Assignment is made on and subject to the following terms and conditions:

- 1. This Assignment is made as collateral security for the payment of that certain \$370,000.00 Promissory Note of even date herewith executed by the Assignor to Assignee and any and all extensions, renewals, substitutions and modifications thereof (the "Note").
- 2. Assignor may continue to receive and exercise all of the rights, benefits and privileges under the Collateral Documents so long as no Event of Default has occurred under the Note or any documents executed pursuant thereto (the "Loan Documents").
- 3. In the Event of Default under the Note or any of the other Loan Documents, which continues beyond the expiration of any applicable grace or cure period, Assignee shall have the right and option, in its sole discretion, to exercise the rights, benefits and privileges of Assignor under the Collateral Documents, including the right to receive payments from the obligor of the Collateral Documents and to exercise any remedies thereunder.
- 4. Assignor represents and warrants that it has full power and authority to make this Assignment, and that the Collateral Documents are valid and binding and in full force and effect, and that no default or right of set off exists thereunder. Assignor covenants that it shall make no material changes in or material amendments to the Collateral Documents including, but not limited to, any modifications or amendments which reduce, postnone or cancel any required payments under the Collateral Documents, without the Assignee's prior written consent.
- 5. This Assignment and the agreements and undertakings of Assignor hereunder shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns and any purchaser of any interest in the loan secured hereby.
- 6. Assignor agrees to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

Signature Page Follows.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 22nd day of September, 2006.

INTERIM LOAN CORP.

By:

Printed Name and Title:

Soukoulis

James Soukoulis, Presidon

COMMUNITY FIRST BANK - CHICAGO

By:

Printed Name and Title:

nd h. Clerk's Office

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STATE OF ILLINOIS)) SS:
COUNTY OF)
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that <u>Dewotrios P. Soukaulis</u> , <u>Presidont</u> , (Name) (Title)
of Interim Loan Corp., 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.
Given under my hand and official seal, as of the 22 nd day of September, 2006.
Down Cray Notary Public
Commission Expires: OFFICIAL SEAL Notary Public, State of Illinois My Commission Expires October 28, 2009

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STATE OF ILLINOIS)
COUNTY OF) SS:
I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Daniel B. Starzyk Sv. Vice Plesident (Name) (Title)
of Community First Bank - Chicago 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 he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.
Given under my hand and official seal, as of the 22 nd day of September, 2006. Notary Public
Commission Expires: David Catecolor Official SEAL Notary Public, State of Illinois My Commission Expires October 28, 2009

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EXHIBIT A

Collateral Loan Documents

- 1. \$317,000.00 Promissory Note signed by the Trust
- 2. \$317,000.00 Promissory Note signed by Beneficiaries
- 3. Business Loan Agreement
- 4. Personal Guaranty signed by Joseph and Linda Scaccia
- Loan.

 Cook County Clark's Office 5. Any and all other documents executed in connection with the Collateral

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EXHIBIT B

Legal Description

PARCEL 1:

THE WEST 100 FEET OF THE SOUTH 200 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 30 FEET TAKEN FOR STREET) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE SOUT! 170 FEET OF LOT 36 IN OAKRIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH 19 ACRES OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE SOUTH 170 FEET OF LOT 3/1 AND THE SOUTH 170 FEET OF LOT 35 IN OAKRIDGE ADDITION, BEING A SUBDIVISION OF THE SOUTH 19 ACRES OF THE EAST ½ OF THE WEST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE EAST 100 FEET OF THE WEST 250 FEET OF THE SOUTH 180 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, 70 WNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE SOUTH 30 FEET THEREOF TAKEN FOR STREET), IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THE EAST 50 FEET OF THE WEST 150 FEET OF THE NORTH 170 FEET OF THE SOUTH 200 FEET OF THE EAST ½ OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

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ALLONGE

This Allonge is to be affixed to the following instrument:

Promissory Installment Note, dated as of June 27, 2006 in the stated principal amount of Three Hundred Seventeen Thousand and No/100 Dollars (\$317,000) executed by Joseph Scaccia and Linda Scaccia, and payable to the order of Interim Loan Corp.

Interim Loan Corp., an Illinois Corporation, hereby assigns and transfers, for collateral purposes only, all of the undersigned's rights, titles and interests in and to the attached Promissory Note to Community First Bank – Chicago.

INTERIM LOAN CORP.

Printed Name:
Title: Title.

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INTERIM LOAN_CORP

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ALLONGE

This Allonge is to be affixed to the following instrument:

Promissory Installment Note, dated as of June 27, 2006 in the stated principal amount of Three Hundred Seventeen Thousand and No/100 Dollars (\$317,000) executed by North Star Trust Company, as Successor Trustee to National Bank of Commerce, as Trustee under Trust Agreement dated March 3, 2000, and known as Trust No. 9952, and payable to the order of Interim Loan Corp.

Interin Loan Corp., an Illinois Corporation, hereby assigns and transfers, for collateral purcoses only, all of the undersigned's rights, titles and interests in and to the attached Promissory Note to Community First Bank - Chicago. Or Ox

By:

Printeo Name:

Ollny Clark's Office Title