

UNOFFICIAL COPY

AFTER RECORDING, RETURN TO:

654858-2 AC1
ATTN: COMMERCIAL LOAN SERVICING
PARK NATIONAL BANK
11 W. MADISON
OAK PARK, IL



Doc#: 0634631152 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/12/2006 04:15 PM Pg: 1 of 4

PERMANENT TAX INDEX NUMBER[S]:

17-05-308-028
Property Address:
1465 W. Thomas
Chicago, IL 60622

4310069193

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 "Mortgage" dated 4/30/1997, executed by Chicago Title Land Trust Company of Chicago as successor, under trust Agreement dated March 23, 1991 and known as trust Number 8741 (the "Mortgagor"), in favor of the Assignor, and recorded on 5/22/1997 as Document Number 97365277 with the Recorder of Cook County, State of IL (the "Mortgage"), 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").
- 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.

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:

C

UNOFFICIAL COPY

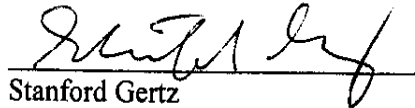
AGREEMENTS:

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 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 collectability 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.

UNOFFICIAL COPY

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

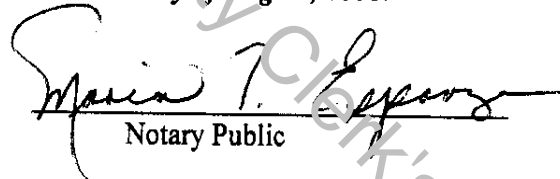
LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

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:

4/29/07



GKF:sw
August 16, 2006
AssignmentAllonge Ombus 2

33 58 200441

UNOFFICIAL COPY

EXHIBIT "A"

LEGAL DESCRIPTION OF REAL ESTATE

LOT 1 AND THE EAST 1/2 OF LOT 2 IN WELL'S SUBDIVISION OF THE EAST 88 FEET OF THE SOUTH 1/2 AND THE EAST 67-1/2 FEET OF THE NORTH 1/2 OF BLOCK 20 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

The Real Property, or its address is commonly known as 1465 W. Thomas, Chicago, IL. The Real Property tax Identification number is 17-05-308-028.

Property of Cook County Clerk's Office