



Doc#: 0636242002 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/28/2006 07:48 AM Pg: 1 of 6

Recording Requested
By and When Recorded
Mail to:

LaSalle Bank National Association
135 South LaSalle Street
Chicago, Illinois 60603
Attention: Niresh Pande

This Instrument Prepared by:

Chapman and Cuder LLP
111 West Monroe Street
Chicago, Illinois 60603
Attention: R. William Hunter

**COLLATERAL ASSIGNMENT OF
OPEN-END MORTGAGE AND SECURITY AGREEMENT**

THIS COLLATERAL ASSIGNMENT OF OPEN-END MORTGAGE AND SECURITY AGREEMENT (this "Assignment") is entered into as of December 20, 2006 (the "Assignment"), by and between HOLOCAUST MEMORIAL FOUNDATION OF ILLINOIS, INC., an Illinois not for profit corporation ("Borrower"), in favor of LASALLE BANK NATIONAL ASSOCIATION, its main office at 135 South LaSalle Street, Chicago, Illinois 60603 ("Lender").

RECITALS:

A. The Borrower made a loan to the Village of Skokie (the "Owner") in the maximum principal amount of Six Hundred Thousand and No/100 Dollars (\$600,000.00) (the "Collateral Loan"). The Collateral Loan is evidenced by that certain Promissory Note dated as of June 12, 2003 (the "Collateral Note") executed by Owner payable to the order of Borrower.

B. The Collateral Note is secured in part by that certain Open-End Mortgage and Security Agreement of even date with the Collateral Note (the "Collateral Mortgage"), executed by Owner for the benefit of Borrower, and recorded June 12, 2003 with the Recorder of Deeds of Cook County, Illinois as Document No. 0318227089, covering the real property described on Exhibit A attached hereto and incorporated herein by reference and the improvements located or to be constructed thereon.

C. The Collateral Note and the Collateral Mortgage and any and all other documents now or hereafter executed by Owner or any other Person in connection with the Collateral Loan are collectively referred to herein as the "Collateral Documents."

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BOX 333-CT1

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AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower does hereby agree as follows:

1. COLLATERAL ASSIGNMENT.

The Borrower hereby assigns and pledges to the Lender, and grants to the Lender a security interest in, the Collateral Documents), together with all the attendant rights, titles, liens, security interest, assignments and interests arising thereunder or pertaining thereto, including, all amounts due by Owner or any other Person thereunder, and the lien and security interest and other rights evidenced by the Collateral Mortgage (collectively, the "Collateral").

2. BORROWER'S COVENANTS.

2.1. *No Assignment or Encumbrance.* The Borrower shall not sell, assign, transfer or convey the Collateral or any portion thereof or interest therein to any Person; and the Borrower shall not create, permit, or suffer to exist, and shall defend the Collateral against, any lien, security interest, or other encumbrance on the Collateral except the liens and security interests of the Lender hereunder, and shall defend the Borrower's rights in the Collateral and the Lender's liens and security interests in the Collateral against the claims of all Persons.

2.2. *Collateral Documents.* The Borrower shall not amend, release or subordinate the Collateral Mortgage.

3. REMEDIES OF LENDER UPON DEFAULT.

Upon the occurrence of an Event of Default, the Lender shall have the rights and remedies set forth in the Reimbursement Agreement, including, without limitation, the right to foreclose on the Collateral in accordance with applicable law.

4. MISCELLANEOUS.

4.1. *Parties Bound.* This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, receivers, trustees and assigns where permitted by the Reimbursement Agreement.

4.2. *Modification.* This Assignment shall not be amended in any way except by a written agreement signed by the Borrower and the Lender.

4.3. *Severability.* The Lender is relying and is entitled to rely upon each and all of the provisions of this Assignment; and accordingly, if any provision or provisions of this Assignment shall be held to be invalid or ineffective, then all other provisions hereof shall continue in full force and effect notwithstanding.

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4.4. *Release.* The Lender agrees to release this Assignment upon termination of the Letter of Credit and its receipt of full payment of all Obligations due and owing under the Reimbursement Agreement together with all interest thereon.

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

BORROWER:

HOLOCAUST MEMORIAL FOUNDATION OF ILLINOIS,
INC., an Illinois not for profit corporation,

By: 
Its: Samuel R. Harris

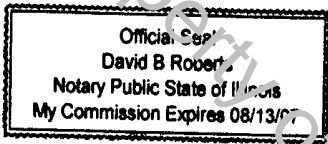
Property of Cook County Clerk's Office

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STATE OF Illinois)
)
COUNTY OF Cook) SS.

On December 20, 2006, before me, David B Robert, a Notary Public in and for said State, personally appeared Samuel R. Harris personally known to me (or provide to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her/their authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



A handwritten signature in cursive script that reads "David B Robert".

Notary Public in and for said State

(Seal)

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EXHIBIT A

LEGAL DESCRIPTION

LOT 1 IN HOLOCAUST MEMORIAL SUBDIVISION, BEING A SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 9, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 4, 2006, AS DOCUMENT NO. 0609445110 IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS OF REAL ESTATE:

9603 Woods Drive
Skokie, Illinois 60076

PERMANENT TAX IDENTIFICATION NUMBER:

10-09-313-001
10-09-313-002
10-09-313-003
10-09-313-004
10-09-313-005
10-09-313-006
10-09-313-007
10-09-313-008
10-09-313-009
10-09-313-010
10-09-313-011
10-09-313-012
10-09-313-013
10-09-313-014
10-09-313-032
10-09-313-034

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