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This instrument prepared by
and please return to:



Doc#: 0709218090 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/02/2007 04:13 PM Pg: 1 of 4

Polsinelli Shalton Flanigan Suelthaus PC
180 N. Stetson Avenue, Suite 4525
Chicago, Illinois 60601
Attention: Kimberly K. Enders, Esq.

ASSIGNMENT OF MORTGAGE AND SECURITY DOCUMENTS

LASALLE BANK NATIONAL ASSOCIATION, formerly known as LASALLE NATIONAL BANK, a national banking association with its main office in Chicago, Illinois, (the "Bank"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, does hereby sell, assign, transfer and set over unto COMMUNITY INVESTMENT CORPORATION, an Illinois not-for-profit corporation (the "Assignee") the following documents and items (collectively, "Loan Documents"):

- (1) a Note dated March 3, 1992 in the amount of \$908,000, revised and restated in its entirety by a Promissory Note dated November 1, 2000 in the amount of \$850,777.24 ("Note") executed by Pine Lotus Limited Partnership, an Illinois limited partnership ("Borrower") and evidencing that certain loan in the amount of \$850,777.24 ("Loan");
- (2) that certain Construction Mortgage, Security Agreement and Financing Statement ("Mortgage") dated March 4, 1992 and recorded with the Cook County Recorder of Deeds on March 5, 1992 as Document No. 92141044, made by Borrower to

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Bank as mortgagee, and covering the real property legally described on Exhibit "A" attached hereto;

- (3) a Rehabilitation Loan Agreement dated March 4, 1992 executed by Borrower and Bank;
- (4) an Assignment of Leases and Rents dated March 4, 1992, which was recorded with the Cook County Recorder of Deeds on March 5, 1992 as Document No. 92141048, and was executed by Borrower;
- (5) a Subordination Agreement dated March 4, 1992 which was recorded with the Cook County Recorder of Deeds on March 5, 1992 as Document No. 92141046 executed by Circle Christian Development Corporation, Borrower's property manager;
- (6) a UCC-1 Financing Statement executed by Borrower in favor of Bank as secured party;
- (7) an Environmental Indemnity Agreement executed by Borrower in favor of Bank;
- (8) a First Modification Agreement between Borrower and Bank dated May 1, 1993; and
- (9) a Second Loan Modification Agreement between Borrower and Bank dated November 1, 2000.

THE LOAN DOCUMENTS ASSIGNED HEREUNDER ARE BEING ASSIGNED AS IS, WHERE IS, WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, BY BANK CONCERNING THE LOAN DOCUMENTS. WITHOUT IN ANY WAY LIMITING THE GENERALITY OF THE FOREGOING, THE BANK EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO: (a) THE CREDITWORTHINESS OF ANY OBLIGOR OR BORROWER OR MORTGAGOR UNDER THE LOAN DOCUMENTS; (b) THE ENFORCEABILITY OR COLLECTABILITY OF THE LOAN DOCUMENTS; (c) ANY REGULATORY COMPLIANCE CONCERNING THE LOAN DOCUMENTS; (d) THE VALUE OR ADEQUACY OF ANY COLLATERAL SECURING THE LOAN DOCUMENTS; (e) THE VALIDITY AND/OR PERFECTION OF THE LIENS AND SECURITY INTERESTS IN FAVOR OF BANK IN THE COLLATERAL; (f) ANY LIENS ON THE COLLATERAL INCLUDING, BUT NOT LIMITED TO, LIENS FOR PAYMENT OF REAL ESTATE TAXES; (g) THE ENVIRONMENTAL CONDITIONS KNOWN OR UNKNOWN OF THE COLLATERAL; AND (h) THE EXISTENCE OR NON-EXISTENCE OF ANY DEFENSES, COUNTERCLAIMS OR RIGHTS TO SETOFF OF THE INDEBTEDNESS REPRESENTED BY THE LOAN DOCUMENTS. IT IS EXPRESSLY AGREED BY ASSIGNEE THAT THE ENDORSEMENT OF THE NOTE AND ASSIGNMENT OF THE LOAN DOCUMENTS BY BANK HEREUNDER IS MADE WITHOUT RECOURSE.

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EXHIBIT A

LEGAL DESCRIPTION

Parcel 1:

THE NORTH 62 AND ½ FEET OF THE SOUTH 287.5 FEET OF THE EAST HALF (EXCEPT THE WEST 10 FEET THEREOF) OF BLOCK 10 IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 8 AND THE NORTH 36¼ ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9 TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 16-09-308-026
Commonly known as: 164 North Lotus Street, Chicago, Illinois

Parcel 2:

THE NORTH 62 ½ FEET OF THE SOUTH 350 FEET OF THE EAST HALF OF BLOCK 10 (EXCEPT THE WEST 10 FEET) IN FRINK'S RESUBDIVISION OF THE NORTH 36 1/4 ACRES OF THE EAST HALF OF THE SOUTH EAST QUARTER OF SECTION 8 AND THE NORTH 36 1/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 16-09-308-025
Commonly known as: 224-28 North Pine Street, Chicago, Illinois

Parcel 3:

LOTS 27 AND 28 IN BLOCK 2 IN CRAFT'S ADDITION TO AUSTINVILLE, SAID ADDITION BEING CRAFT'S SUBDIVISION OF THE WEST 36 1/4 ACRES OF THE SOUTH 43 3/4 ACRES OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

P.I.N.: 16-09-315-018
Commonly known as: 30-34 North Pine Street, Chicago, Illinois