### **UNOFFICIAL COPY**

O7 BAKO8559
This instrument prepared by and after recording, return to: Pramco CV7, LLC
230 CrossKeys Office Park
Fairport, NY 14450



Doc#: 0724847138 Fee: \$28.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 09/05/2007 09:39 AM Pg: 1 of 3

# ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF NOTE, MORTGAGE AND OTHER LOAN DOCUMENTS (this "Assignment") is make by FIFTH THIRD BANK, N.A., and its predecessors in interest, whose address is 111 Lyor Street, NW, Grand Rapids, Michigan 49504 ("Assignor"), to PRAMCO CV7, LLC, whose address is 230CrossKeys Office Park, Fairport, New York 14450 ("Assignee"), pursuant to the terms of that certain Asset Sale Agreement dated March 21, 2007 (the "Sale Agreement") between Assigner and Assignee. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Sale Agreement.

THIS ASSIGNMENT WITNESSES THAT in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by Assignee, Assignor hereby assigns, transfers, sets over and conveys, effective as of March 28, 2007, to Assignee and its successors and assigns, without recourse and without representation or warranty whether express, implied or created by operation of law, except as expressly set forth in the Sale Agreement, the following:

That certain Mortgage dated as of January 12, 2005, executed by Fletcher Laundry I, LLC, to and for the benefit of Fifth Third Bank (Chicago), recorded with the Cook County, Illinois, Recorder of Deeds on January 31, 2005 at Instrument No. 0503133160 (the "Mortgage"), which Mortgage (a) pertains to the property identified on Exhibit A attached hereto, and (b) secures that certain Promissory Note dated January 12, 2005, naming Fletcher Laundry I, LLC, Fletcher Laundry II, LLC and Fletcher Restaurant, LLC, as Obligors, together with any and all assignments thereto and modifications thereof (the "Note"), together with such other documents, agreements, instruments and other collateral that evidence, secure or otherwise relate to Assignor's right, title or interest in and to the Mortgage and/or the Note, including without limitation the title insurance policies and hazard insurance policies that might presently be in effect.

### **UNOFFICIAL COPY**

THIS ASSIGNMENT FURTHER WITNESSES THAT Assignor hereby conveys and quitclaims to Assignee any and all right and interest it might have in the Mortgage, Note and other loan documents referenced above, and in the underlying loan and hereby joins in the conveyance of the Mortgage, Note, loan documents and loan to Assignee, without recourse and without representation or warranty, whether express, implied or created by operation of law, except as expressly set forth in the Sale Agreement.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed and delivered by its duly authorized agent as of the 28th day of March, 2007.

FIFTH THIRD BANK, N.A., as successor in interest to Fifth Third Bank (Chicago)

Rv

Witness

Timothy P. Sheehan
Its Authorized Agent

ACKNOWLEDGMENT

STATE OF NEW YORK

SS.:

**COUNTY OF MONROE** 

)

On the day of May, 2007, before me, the undersigned, personally appeared Timothy P. Sheehan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

ALISON LEE HUTCHINGS Notary Public, State Of New York

Monroe County
Commission Expires February 20, 20

0724847138 Page: 3 of 3

## **UNOFFICIAL COPY**

9/2/0001

Exhibit A-1

75<sup>TH</sup> Street Real Property

Address:

1334-52 E. 75<sup>th</sup> Street, Chicago, Illinois

PIN: 20-26-226-034-0000; 20-26-226-035-0000; 20-26-226-037-0000;

20-26-226-042-0000

#### PARCEL 1:

LOTS 9 AND 10 (EXCEPT THE NORTH 35 FIRT OF SAID LOTS, AS MEASURED ON THE EAST AND WEST LINES THEREOF) IN GAGES RESUBLIVISION OF LOTS 20 TO 29, BOTH INCLUSIVE, AND VACATED ALLEY LYING BETWEEN SAID LOTS, IN J. S. SCOVEL'S ADDITION TO CORNELL, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

### PARCEL 2:

LOTS 6, 7 AND 8 IN GAGES RESUBDIVISION OF LOTS 20 TV 29, BOTH INCLUSIVE, AND VACATED ALLEY LYING BETWEEN SAID LOTS, IN J. S. SCOVEL'S ADDITION TO CORNELL, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUIKIER OF THE THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 1/2 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

#### PARCEL 3:

LOTS 3, 4 AND 5 AND THAT PART OF LOT 2 DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT, THENCE NORTH 80 FEET, THENCE EAST 4 IN CHES, THENCE SOUTH 80 FEET, THENCE WEST 4 INCHES MORE OR LESS TO THE POINT OF BEGINNING, ALL IN GAGE'S RESUBDIVISION OF LOTS 20 TO 29, BOTH INCLUSIVE, AND VACATED ALLEY LYING BETWEEN SAID LOTS, IN J.S. SCOVEL'S ADDITION TO CORNELL, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SEC 26, TOWNSHIP 38 NORTH, RANGE 14, FAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.