

# UNOFFICIAL COPY

## Illinois Anti-Predatory Lending Database Program

### Certificate of Exemption



Doc#: 0914822107 Fee: \$56.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 05/28/2009 02:39 PM Pg: 1 of 11

**Report Mortgage Fraud**  
800-532-8785

The property identified as: **PIN:** 25-31-202-001-0000

**Address:**

**Street:** 1859 Burr Oak Ave.

**Street line 2:**

**City:** Blue Island

**State:** IL

**ZIP Code:** 60406

**Lender:** Bayview Loan Servicing

**Borrower:** Waymaker LLC

**Loan / Mortgage Amount:** \$354,000.00

This property is located within Cook County and is exempt from the requirements of 765 ILCS 77/70 et seq. because it is commercial property.

**Certificate number:** 5B1B34C9-B8C8-40B5-9F70-06FEC7A33D87

**Execution date:** 05/14/2009

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Record and return to:  
 Bayview Loan Servicing, LLC  
 4425 Ponce de Leon Boulevard, 5<sup>th</sup> Floor  
 Coral Gables Florida 33146  
 Attn: MARIA E MARTINEZ  
 Loan # 200006314

## CONSENT TO TRANSFER OF PROPERTY AND ASSUMPTION OF NOTE AND MORTGAGE

THIS CONSENT TO TRANSFER OF PROPERTY AND ASSUMPTION OF NOTE AND MORTGAGE (this "Consent and Assumption") is entered into effective as of May 14<sup>th</sup> 2009 among (i) Sam McCool and Ann McCool ("Assignor"); (ii) Waymaker, LLC an Illinois limited liability company ("Assignee"); (iii) **Bayview Loan Servicing, LLC, a Delaware limited liability company** ("Lender") and (iv) Nest Egg Enterprises, Inc, John H. Brown, Evelyn Brown, Lonnie Jones, Sam McCool and Ann McCool (individually and collectively as "GUARANTOR").

### WITNESSETH:

WHEREAS, Lender is the sole owner and holder of a loan originally funded to Assignor (the "Loan") in the original principal amount of \$354,000.00 evidenced by a promissory note dated September 20, 2001 (the "Note") secured by that certain mortgage dated September 20, 2001 (the "Mortgage") covering the real property described therein (the "Property") and recorded on September 27, 2001, as Document No. 0010902426, in the Official Records of Cook County, in the State of Illinois (the "Records"); and

WHEREAS, Assignor desires to transfer all of Assignor's interest in the Property to Assignee, and Assignee desires to accept the transfer of such interest in the Property; and

WHEREAS, pursuant to the requirements of the Mortgage and/or the Note, Assignor and Assignee have requested that Lender consent to the transfer of Assignor's interest in the Property to Assignee; and

WHEREAS, Lender will consent to the transfer of Assignor's interest in the Property to Assignee provided that: (i) Assignee enters into this Consent and Assumption assuming Assignor's obligations under the Note and Mortgage (collectively with this document and all other documents executed by Assignor and delivered in connection with the Loan, the "Loan Documents"); (ii) Assignee enter into Lender's form of Environmental Indemnity Agreement dated of even date herewith; (iii) each Guarantor enters into Lender's form of guaranty of even date herewith; and (iv) Assignor and Assignee comply with all of the terms and conditions of this Consent and Assumption and all applicable provisions of the other Loan Documents;

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NOW, THEREFORE, in consideration of the above premises and of the benefits to be obtained by the covenants contained herein, and for other good, valuable and legal consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto intending to be legally bound hereby agree and represent as follows:

1. Lender hereby consents to the transfer of all of Assignor's interest in the Property to Assignee. Nothing herein shall in any way be construed to impair or affect the first lien priority of the Mortgage.
2. If either Assignor or Assignee is not a natural person, all owners and beneficiaries of Assignee and Assignor have acknowledged and agreed to the transaction described herein and the each of the parties signing on behalf of the Assignee and Assignor has full power and authority to bind the Assignee and Assignor, respectively.
3. Assignee hereby agrees to assume all of Assignor's obligations under the Loan Documents and abide by the terms thereof. Assignee hereby ratifies, as of the date hereof, and agrees to be bound by, all of the terms, provisions and conditions contained in the Loan Documents. Without limiting the generality of the foregoing terms of this paragraph 3, Assignee hereby agrees to promptly repay the Loan in full when due, in accordance with the terms and conditions set forth in the Loan Documents. Assignee acknowledges and confirms that it has received copies of the Loan Documents and any schedules and exhibits thereto.
4. This Consent and Assumption shall be effective only in this specific instance. Nothing contained herein shall be deemed to constitute either a release of Assignor or a waiver of any rights or remedies the Lender may have under the Loan Documents, including, without limitation, Lender's right to require its consent to any future transfer of Property.
5. Notwithstanding anything to the contrary contained herein, Assignor shall remain liable to Lender, its successors and/or assigns for any and all obligations under the Loan Documents.
6. The notices provision of the Note is hereby amended by deleting the addresses set forth therein for Lender and Borrower and replacing them with the following:

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To Lender:

Bayview Loan Servicing, LLC  
c/o US Bank, National Association  
60 Livingston Ave.  
St. Paul, MN 55107

With a copy concurrently to:

Bayview Loan Servicing, LLC  
4425 Ponce de Leon Boulevard, 5<sup>th</sup> Floor  
Coral Gables Florida 33146  
Attn: Maria E. Martinez, Loan #200006314

To Assignee:

Waymaker, LLC  
12525 S. Bishop St  
Calumet Park, IL 60827

7. Except as herein specifically amended, modified or consented to, each of the Loan Documents shall remain in full force and effect according to its terms.
8. This Consent and Assumption shall be governed by the laws of the State in which the Property is located and be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
9. If more than one, all obligations of Assignor, Assignee and Guarantors hereunder are joint and several.
10. Each of the Assignor, Assignee and Guarantors agrees that at any time and from time to time, upon the written request of Lender, it will execute and deliver such further documents and do such further acts and things as Lender may reasonably request in order to effect the purposes of this Consent and Assumption.
11. Assignee shall pay to Lender, concurrently with its execution of this Consent and Assumption (a) Lender's assumption fee and (b) all closing costs associated with

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this Consent and Assumption, including, but not limited to, title examination and insurance and escrow fees and expenses, the fees and costs charged by Lender's counsel for negotiating and/or preparing this Consent and Assumption and any related documents, and all fees and expenses for document preparation, recording, filing and searching.

12. Assignee agrees that it will furnish to Lender, at or prior to the date of recordation of this Consent and Assumption, an endorsement to Lender's policy of title insurance, insuring the lien of the MORTGAGE, which endorsement shall provide, in substance, that the priority of the Mortgage is unaffected by this Consent and Assumption. Assignee shall comply with all of the title company's requirements for the issuance of such endorsement(s) and shall pay all premiums, costs and expenses incurred in connection therewith.
13. Assignor and Assignee acknowledge that satisfaction of each of the requirements contained herein at or prior to close of escrow shall be conditions precedent to Lender's approval of the assumption hereunder.
14. Assignor and Assignee acknowledge that (a) there is no defense, counterclaim, offset, cross-complaint, claim or demand of any kind or nature whatsoever to reduce or eliminate all or any part of the obligation to repay the indebtedness which is due, owing and unpaid under the Loan Documents; and (b) the Loan Documents are in full force and effect, are fully executed and delivered to Lender and constitute valid, binding agreements and obligations, are enforceable in accordance with their terms, as modified by this Consent and Assumption, and are hereby reaffirmed.
15. Assignor and Assignee acknowledge that they do not have any claims, demands, causes of action, suits and/or cross-complaints which could be asserted against Lender, its officers, representatives, agents, attorneys, employees, subsidiaries, parents, affiliates or their successors and assigns connected with or arising out of the transactions described in this Consent and Assumption, including, without limitation, any relationship between Lender and/or Assignor and/or Assignee, any verbal or written loan agreement or other commitment, or any document, instrument or agreement entered into in connection herewith or referred to herein, including, without limitation, the Loan Documents (collectively "Claims"). To the extent that any Claims (which Assignor and Assignee represent and warrant have not been assigned) may exist as of the date hereof, Assignor and Assignee, and on behalf of their heirs, estates, successors and assigns, hereby forever irrevocably release Lender, its officers, representatives, agents, attorneys, employees, subsidiaries, parents, affiliates and their successors and assigns from any and all such Claims, whether known or unknown, absolute or contingent, presently existing or hereafter discovered, or suspected to exist in their favor at the time of executing this release which if known by them must have materially affected their decision to release the same, and Assignor and Assignee waive the provisions of any law, whether imposed by statute, regulation or otherwise, providing that a general release such as that contained herein does not extend to claims that a party does not know of or

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suspect to exist in his favor at the time he gives such release.

16. Time is expressly declared to be of the essence with respect to performance of all terms, covenants, provisions, and obligations of this Consent and Assumption and with respect to the occurrence of all conditions hereunder.

IN WITNESS WHEREOF, each of the parties hereto has caused a counterpart of this Consent and Assumption to be duly executed and delivered and this Consent and Assumption shall be effective as of the date first above written.

ASSIGNOR:

By: Sam McCool  
Sam McCool

ASSIGNOR:

By: Ann McCool  
Ann McCool

ASSIGNEE:

Waymaker, LLC an Illinois limited liability company

By: Ardis W. Brown

Print Name: Ardis W. Brown

Title: Managing member

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## ASSIGNOR'S ACKNOWLEDGMENT

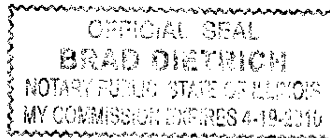
STATE/Commonwealth of IL  
PARISH/COUNTY OF Cook

On 5/14/09 before me, BRAD DIETRICH, CLERK.  
~~SAM McCool and Ann McCool~~  
(Name, Title of Officer)

personally appeared Sam McCool and Ann McCool,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me  
that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by  
~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary Public)



(This area for notarial seal)

## ASSIGNOR'S ACKNOWLEDGMENT

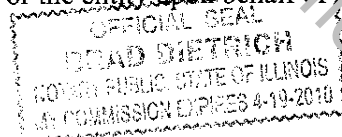
STATE/Commonwealth of IL  
PARISH/COUNTY OF Cook

On 5/14/09 before me, BRAD DIETRICH, CLERK.  
(Name, Title of Officer)

personally appeared Ann McCool,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the  
person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me  
that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by  
~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the  
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary Public)



(This area for notarial seal)

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## ASSIGNEE'S ACKNOWLEDGMENT

STATE/Commonwealth of IL  
PARISH/COUNTY OF COOK

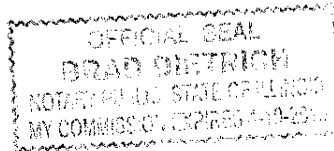
On May 14, 2009 before me, BRAD DIETRICH  
(Name, Title of Officer)

personally appeared ARDIS BROWN, MANAGING MEMBER

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary Public)



(This area for notarial seal)

## CO-BORROWERS ACKNOWLEDGMENT

STATE/Commonwealth of IL  
PARISH/COUNTY OF COOK

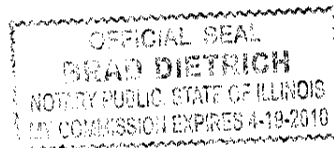
On May 14, 2009 before me, BRAD DIETRICH, CLERK  
(Name, Title of Officer)

personally appeared LONNIE JONES, PRES. & SECY. OF NEST EGG ENTERPRISES, INC.

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]  
(Signature of Notary Public)



(This area for notarial seal)



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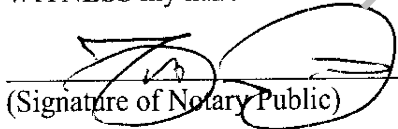
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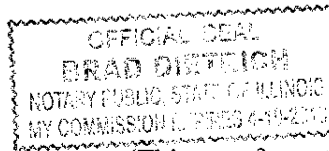
STATE/Commonwealth of IL  
PARISH/COUNTY OF COOK

On MAY 14, 2009 before me, BRAD DIETRICH, CLERK  
(Name, Title of Officer)

personally appeared LONNIE JONES  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary Public)



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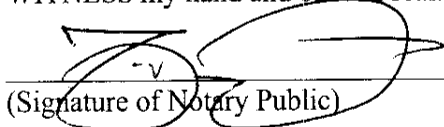
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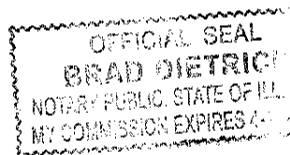
STATE/Commonwealth of IL  
PARISH/COUNTY OF COOK

On MAY 14, 2009 before me, BRAD DIETRICH, CLERK  
(Name, Title of Officer)

personally appeared JOHN BROWN  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary Public)



(This area for notarial seal)

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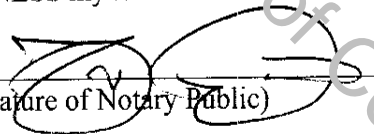
## CO-BORROWERS ACKNOWLEDGMENT

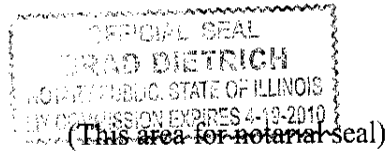
STATE/Commonwealth of IL  
PARISH/COUNTY OF Cook

On MAY 14, 2009 before me, BRAD DIETRICH, CLERK  
(Name, Title of Officer)

personally appeared EVELYN BROWN  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

  
(Signature of Notary Public)



PROPERTY OF COOK COUNTY CLERK'S OFFICE

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ATTORNEYS' TITLE GUARANTY FUND, INC.

## LEGAL DESCRIPTION

**Legal Description:**

Parcel 1: Lots 6 to 11 in Blue Island Supplement, a Subdivision of the Northwest Quarter of the Northeast Quarter of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 2: Lots 1 and 2 in Block 3 in Blue Island Supplement, a Subdivision of the North West 1/4 of the North East 1/4 of Section 31, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3: Lots 50 and 51 in the Resubdivision of part of Block 10 in Blue Island Park Addition, a Subdivision of the East 1/2 of the West 1/2 and the West 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, and Lot 20 (except the East 13 feet) and all of Lots 21 and 22 in Block 10 in Blue Island Park Addition, a Subdivision of the East 1/2 of the West 1/2 and West 1/2 of the West 1/2 of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 30, Township 37 North, Range 14, East of the Third Principal Meridian, all in Cook County, Illinois.

**Permanent Index Number:**

Property ID: 25-31-202-001-0000  
25-31-202-002-0000  
25-31-202-003-0000  
25-31-202-004-0000  
25-31-202-011-0000  
25-31-202-012-0000  
25-30-418-034-0000  
25-30-418-033-0000  
25-30-418-041-0000

**Property Addresses:**

1859 Burr Oak Avenue  
Blue Island, IL 60406

12725-12729 Lincoln St.  
Blue Island, IL 60406

1842 W. 127<sup>th</sup> Street  
Calumet Park, IL 60827