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Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 08/05/2009 12:49 PM Pg: 1 of 6

PREPARED BY AND WHEN RECORDED MAIL TO:

Steven Bright, Esq.
Levenfeld Pearlstein, LLC
400 Skokie Boulevard, Suite 700
Northbrook, Illinois 60062

ASSIGNMENT OF SALES CONTRACTS AND SELLER FINANCING INSTRUMENTS - PATRICIA NAVILIO

This Assignment is dated this 3^{1/2} day of MARCH, 2009, and is given by **PATRICIA NAVILIO, MARRIED TO MICHAEL LAVENDER** ("Assignor") to **HYDE PARK BANK & TRUST COMPANY** ("Lender").

P R E A M B L E:

Lender made a loan (the "Loan") to Patty Navilio Group, Inc. ("Borrower") in the maximum outstanding principal amount of \$1,635,000.00, which Loan is secured, among other things, by the property more fully described on Exhibit "A" attached hereto (the "Property"). Borrower and Assignor have requested Lender to forbear from taking action against Borrower and Assignor pursuant to the terms of that certain Forbearance Agreement by and among Lender, Borrower and Assignor dated as of the date of this Assignment (said Forbearance Agreement as may be amended, modified and/or restated from time to time shall be collectively referred to as the "Forbearance Agreement"), so long as, among other things, this Assignment is executed and delivered.

NOW, THEREFORE, in consideration of Lender entering into the Forbearance Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

1. Assignment of Contract Rights. Assignor hereby irrevocably pledges, grants a security interest and collaterally assigns to Lender all of its rights, title, interest, options and privileges (but not its obligations) in and to (i) all sales contracts, whether now existing or hereinafter arising, entered into or to be entered into by or given or to be given to Assignor with

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respect to or in any way related to the Property; (ii) all agreements, documents and instruments, whether now existing or hereinafter arising, given or to be given to Assignor relating to any seller financing provided by Assignor to any person or entity on the sale of any of the Property; (iii) any and all guaranties, sureties and bonds, whether now existing or hereinafter arising, in any way relating to any of the items described in clauses (i) and/or (ii) above; (iv) any and all liens, security interest, pledges, encumbrances and other security, whether now existing or hereinafter arising, given by any person or entity to secure the payment and/or performance of any of the contracts, agreements, documents or instruments described in clauses (i) and/or (ii) above; (v) any and all amendments, modifications, extensions, renewals, replacements, supplements and/or restatements of any of the items described in clauses (i) through (iv) above (all of such agreements, documents and instruments referred to in clauses (i) through (iv) above shall be individually referred to as a "Contract" and collectively, as the "Contracts"); and (v) all proceeds of the foregoing. All of the above rights, title, interest, options and privileges may be exercised by Lender at any time following the occurrence of a Default as defined in the Forbearance Agreement. Assignor covenants and agrees with Lender to perform all of the Assignor's obligations pursuant to the Contracts and shall not modify, amend or terminate the Contracts without the prior written consent of Lender. Upon the request of Lender made to Assignor, Assignor shall provide Lender with written consents, in form and manner satisfactory to Lender, of the parties other than the Assignor to any of the Contracts or any issuer of any of the Contracts, to the assignment of any or all of the Contracts.

2. Lender Not Obligated. Notwithstanding anything else contained in this Assignment, Lender, by acceptance of this Assignment, shall not assume by implication or otherwise any duties or obligations of Assignor under any of the Contracts; provided, however, that upon the occurrence of a Default as defined in the Forbearance Agreement, Lender shall be entitled, but not obligated, to perform or cause to be performed any obligations of Assignor under any of the Contracts as Lender determines necessary or appropriate in its sole and arbitrary discretion and, in any such events, all sums paid or incurred by Lender in connection therewith shall be considered advances to Borrower repayable under the Forbearance Agreement, with interest thereon at the highest interest rate set forth in the Note (as defined in the Forbearance Agreement).

3. Assignor's Representations and Warranties. Assignor hereby represents and warrants to Lender (i) that the Contracts currently in existence are in full force and effect and are not subject to any pending termination, notice or claim; (ii) that there are, as of the date hereof, no uncured breaches or defaults by Assignor under any of the Contracts currently in existence; (iii) the Assignor is the sole owner of all rights under all of the Contracts currently in existence; (iv) Assignor has not previously assigned or encumbered any of the rights, privileges or options intended to be assigned by this instrument; (v) the Contracts currently in existence have not been amended, revised, modified or changed; and (vi) that this Assignment does not violate or conflict with any agreement or undertaking to which Assignor is a party or bound.

4. Miscellaneous. This Assignment shall be governed by and construed under the laws of the State of Illinois. This Assignment contains the entire agreement between the parties hereto with respect to the assignment of the Contract and supersedes all prior agreements and understandings, whether oral or written, related to the subject matter of this Assignment, except that in the event of any conflict between this Assignment and the Forbearance Agreement, the

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terms and provisions of the Forbearance Agreement shall govern and control. This Assignment shall be binding upon, and inure to the benefit of, Lender, Assignor and their respective successors and assigns. Any provision of this Assignment which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Assignment or effecting the validity or enforceability of such provision in any other jurisdiction. This Assignment may be executed in any number of counterparts, each of which counterpart, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Assignment.

**[THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]**

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IN WITNESS WHEREFORE, the Assignor has executed and delivered this Assignment as of the date first written above.



PATRICIA NAVILIO , Individually

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ASSIGNOR ATTESTATION

STATE OF ILLINOIS)
) SS.
COUNTY OF *Cook*)

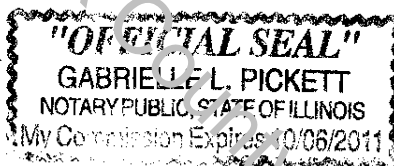
I, the Undersigned, a Notary Public in and for said County in the state aforesaid, DO HEREBY CERTIFY THAT Patricia Navilio, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of *April 2*, 2009.

Gabrielle L. Pickett
NOTARY PUBLIC

My Commission Expires:

10/06/11



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EXHIBIT A – LEGAL DESCRIPTION

LOT 3 IN LINDGREN, WOLDMER & GEE'S RESUBDIVISION OF LOTS 1 2, 3, 4 AND 5 IN THE SUBDIVISION OF LOTS 14, 15, 16 AND 17 IN THE SUBDIVISION OF THE WEST ½ OF LOT 7 IN KUHN'S SUBDIVISION OF BLOCK 31 IN THE CANAL TRUSTEE'S SUBDIVISION OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 14-33-207-017-0000

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