

# UNOFFICIAL COPY



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Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 10/26/2009 02:56 PM Pg: 1 of 5

## ASSIGNMENT OF ASSIGNMENT OF CONSTRUCTION CONTRACTS AND PERMITS

After Recording Mail to:  
Chuhak & Tecson, P.C.  
Attention: Michael J. Gilmartin  
30 S. Wacker Drive, Suite 2600  
Chicago, IL 60606

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## ASSIGNMENT OF ASSIGNMENT OF CONSTRUCTION CONTRACTS AND PERMITS

**Cole Taylor Bank** (the "Assignor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) lawful money of the United States of America, paid to it by **SummitBridge Credit Investments LLC**, a Delaware limited liability company (the "Assignee"), the receipt of which is hereby acknowledged, has granted, bargained, sold, assigned, transferred and set over without warranty, representation or recourse of any kind except as provided in that certain Loan Purchase Agreement dated as of September 28, 2009, by and between Cole Taylor Bank and SummitBridge Credit Investments LLC, and by these presents does grant, bargain, sell, assign, transfer and set over unto the Assignee, its successors and assigns, and without recourse, representations or warranties of any kind whatsoever, all of the Assignor's right, title and interest in and to:

that certain Collateral Assignment of Construction Contracts and Permits dated as of February 14, 2007, and all extensions, amendments and modifications thereto, given and executed by 4432-4444 W. West End L.L.C., to the Assignor to secure the payment of the principal sum of SIX MILLION FOUR HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS (\$6,475,000.00), together with interest, future advances thereon and all rights accruing thereunder, together with all rights accrued and to accrue thereunder; and

**TO HAVE, HOLD, RECEIVE AND TAKE**, all and singular the hereditaments and premises hereby and thereby granted, described and assigned, or mentioned and intended so to be, with the appurtenances, unto the Assignee to and for its proper use and benefit forever.

WITNESS the due execution hereof as of this 30th day of September, 2009.

**ASSIGNOR:**

**Cole Taylor Bank**

By: 

Michael J. Morton  
Executive Vice President



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## EXHIBIT A LEGAL DESCRIPTION

LOTS 15 TO 22 BOTH INCLUSIVE IN THE RESUBDIVISION OF BLOCK 21 (EXCEPT LOT 3 AND THAT PART THEREOF TAKEN FOR RANDOLPH STREET) OF WEST CHICAGO LAND COMPANY'S SUBDIVISION OF THE SOUTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO 16-10-322-017-0000

ADDRESS:

4432-4444 W. WEST END, CHICAGO, ILLINOIS

together with (i) any and all buildings and structures and improvements, and any and all additions, alterations, betterments or appurtenances thereto, now or at any time hereafter situated, placed or constructed upon the property ("Property") legally described above or any part thereof, and all rights, titles and interest appurtenant thereto, together with all right, title and interest of Mortgagor in and to all Personalty (as defined in this Mortgage) and all goodwill, trademarks, tradenames, option rights, purchase contracts and agreements, books and records and general intangibles of Mortgagor relating to the Property and Mortgaged Premises and all accounts, accounts receivable, contract rights, choses in action, instruments, chattel paper and other rights of Mortgagor for payment of money relating to the Property and Mortgaged Premises and any other intangible property of Mortgagor related to the Property and Mortgaged Premises, including without limitation any and all rights of Mortgagor in, to or with respect to any and all accounts maintained with Mortgagee or any other party in which are held funds relating to the Impositions (as defined in this Mortgage), insurance premiums, or tenants' security deposits with respect to the Property and Mortgaged Premises and all of Mortgagor's right, title and interest in and to all of the rents, issues, revenues, royalties, income, avails, proceeds, profits and other benefits paid or payable by parties under any and all leases, subleases, licenses, concessions or other agreements (written or oral, now or hereafter in effect) which grant occupancy, a possessory interest in and to, or the right to use the Property and Mortgaged Premises or any part thereof or interest therein, and all rights, privileges, authority and benefits of Mortgagor or the landlord under such leases (but under no circumstances any liabilities, obligations or responsibilities thereunder) or otherwise generated by or derived from the Property and Mortgaged Premises and Mortgagor's rights to any and all documents, instruments, contracts or agreements pertaining to the ownership, use, occupancy, possession, development, design, construction, financing, operation, alteration, repair, marketing, sale, lease or enjoyment of the Property and Mortgaged Premises, including without limitation any contracts for labor or materials, purchase orders, service contracts, maintenance agreements, management contracts, lease agency agreements,

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sales agency agreements, marketing contracts, loan or financing commitments, and payment, performance or surety bonds, and all rights, privileges, authority and benefits thereunder (but under no circumstances any liabilities, obligations or responsibilities thereunder); (ii) any and all rights, privileges, authority and benefits under any option, articles of agreement for deed, installment contract or other contract or agreement pursuant to which Mortgagor is granted any possessory, legal, equitable, beneficial or other interest in the Property and Mortgaged Premises; (iii) any and all rights privileges, tenements, hereditaments, rights of way, rights of access, riparian rights, mineral rights, homestead rights, easements, appendages and appurtenances in any way appertaining thereto, and all right, title and interest of Mortgagor in and to any streets, ways, alleys, waterways, strips or gores of land adjoining the Property or any part thereof; (iv) any and all betterments, additions, appurtenances, substitutions, replacements and after acquired title or interests in the Property and Mortgaged Premises and all reversions and remainders therein; and (v) any and all of Mortgagor's right, title and interest in and to any judgment, award, remuneration, settlement, compensation, recovery or proceeds heretofore made or hereafter to be made by any governmental authority or insurance company to the present or any subsequent owner of the Property and Mortgaged Premises, including those for any condemnation of or casualty to the Property and Mortgaged Premises, or for any vacation of, or change of grade in, any streets serving or affecting the Property and Mortgaged Premises.

Cook County Clerk's Office