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Doc#: 1006318017 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/04/2010 10:53 AM Pg: 1 of 6

Property of Cook County Clerk's Office

ENT # 10-1050

ASSIGNMENT OF LOAN DOCUMENTS

This Assignment of Loan Documents ("**Assignment**") is made as of March 3, 2010, by AMCORE BANK, N.A. ("**Assignor**") to NEIL FIRLIT, FREDERICK GUSTAVUS BUESSER and JULIE FIRLIT BUESSER (collectively, the "**Assignees**").

RECITALS:

A. Assignor, as the Lender, heretofore made a loan to Cherryfield Construction, Inc. ("**Borrower**") in the principal amount of Four Hundred Thirty-Five Thousand and No/100 Dollars (\$435,000.00), which principal amount was subsequently increased to Nine Hundred Seventy Thousand and No/100 Dollars (\$970,000.00) (the "**Loan**").

B. The Loan is evidenced by: (i) that certain Promissory Note dated as of August 15, 2007, made by Borrower and payable to the order of Assignor in the principal amount of Four Hundred Thirty-Five Thousand and No/100 Dollars (\$435,000.00) (the "**Original Note**"); and (ii) that certain Promissory Note dated as of November 13, 2007 made by Borrower and payable to the order of Assignor in the principal amount of Nine Hundred Seventy Thousand and No/100 Dollars (\$970,000.00) ("**Second Note**"). The Original Note, as modified by the Second Note is hereinafter collectively referred to as the "**Note**."

C. The Note is secured by, among other things, (i) that certain Mortgage dated as of August 15, 2007, made by Borrower in favor of Assignor and recorded in the Office of the Cook County Recorder of Deeds, Illinois (the "**Recorder's Office**") on August 30, 2007 as Document No. 072422609 (as and to the extent the same has been modified by the "**Mortgage**"), which Mortgage encumbers the real estate commonly known as 303

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and 305 Marengo Avenue, Forest Park, Illinois and legally described on Exhibit A, attached hereto (the "**Mortgaged Property**"), and (ii) an Assignment of Rents relating to the Mortgaged Property dated as of August 15, 2007, made by Borrower in favor of Assignor and recorded in the Recorder's Office on August 30, 2007 as Document Number 0724226110 (the "**Assignment of Rents**").

D. The Mortgage was modified by that certain Modification of Mortgage dated as of November 13, 2007, made by Borrower in favor of Assignor and recorded in the Recorder's Office on December 10, 2007 as Document No. 073445498 (the "**Mortgage Modification**").

E. Pursuant to that certain Deed and Lien of Foreclosure Agreement dated as of August 14, 2009, by and between Borrower and Assignor (the "**Deed in Lieu Agreement**"), the Borrower conveyed the Mortgaged Property to Assignor.

F. This Assignment is being delivered pursuant to the terms of a certain Real Estate Sale Contract and Rider dated as of February 3, 2010, by and between Assignor, as Seller, and Assignees, as Purchasers (the "**Sale Contract**").

1. **ASSIGNMENT.** For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Assignor does hereby sell, assign, transfer and set over unto Assignees all of Assignor's right, title and interest in, to and under the Note, the Mortgage, the Mortgage Modification, the Assignment of Rents, the Deed in Lieu Agreement and all other Loan Documents identified on Exhibit B attached hereto.
2. **WITHOUT RECOURSE.** This Assignment is made without recourse and without representation, warranty or covenant of any kind or nature, express or implied, except as expressly set forth in the Sale Contract.
3. **NO MERGER.** It is the express intention of Assignor that Assignees' interest as assignee of the Mortgage and the Mortgage Modification shall not merge with or be extinguished by the interest of Assignees as Grantee under any deed, but will be and remain at all times separate and distinct and that the Mortgaged Property conveyed by any deed shall remain subject to the Mortgage and Mortgage Modification assigned hereby and that the liens and security interest of Assignee as Mortgagee in the Mortgaged Property which is the subject of the Mortgage and Mortgage Modification assigned hereby shall be and remain at all times valid and continuous liens and security interests in the Mortgaged Property.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignor has executed this Assignment of Loan Documents as of the date and year first written above.

ASSIGNOR:

AMCORE BANK N.A.

By: [Signature]
Name: R. MANFREDINI
Its: VICE PRESIDENT

Property of Cook County Clerk's Office



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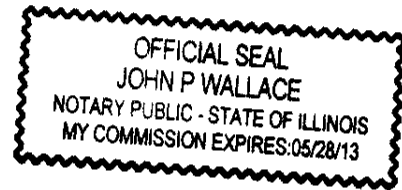
STATE OF ILLINOIS)
)ss.
COUNTY OF McHenry)

I John P. Wallace, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert Manfredini, the Vice President of AMCORE BANK, N.A. is 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 he/she signed and delivered said instrument as his/her own free and voluntary act and as the free and voluntary act of bank for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 3rd day of March, 2010.

John P. Wallace
Notary Public

My Commission Expires: 5/28/13



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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Title No.: 10-0050
Agent Order/File No.: 10-0050

LEGAL DESCRIPTION EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, AND IS DESCRIBED AS FOLLOWS:

LOTS 1 AND 2 IN O'REILLY'S PLAT OF SUBDIVISION RECORDED MARCH 06, 2008 AS DOCUMENT NUMBER 0806615089, BEING A RESUBDIVISION OF LOTS 8 AND 9 AND THE SOUTH ½ OF LOT 7 IN KIEFER'S SUBDIVISION OF LOT 3 (EXCEPT THE NORTH 1 ACRE THEREOF) IN THE SUBDIVISION OF BLOCK 29 AND 37 IN RAILROAD ADDITION TO HARLEM IN THE SOUTH ½ OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 35 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

UNDERLYING PIN: 15-12-434-026-0000

NEW PINS: 15-12-434-055-0000 AND 15-12-434-054-0000

FOR INFORMATIONAL PURPOSES ONLY, PROPERTY IS COMMONLY KNOWN AS: 303 & 305 MARENGO AVE., FOREST PARK, IL

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EXHIBIT B

Description of Loan Documents

1. Promissory Note dated of November 13, 2007 made by Cherryfield Construction, Inc (“**Borrower**”) in the principal amount of \$970,000.00, payable to the order of Assignor.
2. Mortgage made by Borrower in favor of Assignor dated as of August 15, 2007 and recorded in the Office of the Cook County Recorder of Deeds (the “**Recorder’s Office**”) on August 30, 2007 as Document No. 0724226109.
3. Modification of Mortgage made by Borrower in favor of Assignor dated as of November 13, 2007 and recorded in the Recorder's Office on December 10, 2007 as Document No. 073445498.
4. Assignment of Rents made by Borrower in favor of Assignor dated as of August 15, 2007 and recorded in the Recorder’s Office on August 30, 2007 as Document No. 0724226110.
6. Deed in Lieu of Foreclosure Agreement dated August 14, 2009, by and between Borrower and Assignor.