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Doc#: 1011335020 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/23/2010 09:50 AM Pg: 1 of 14

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ASSIGNMENT

by

LASALLE BANK NATIONAL ASSOCIATION,
a national banking association

to and for the benefit of

HAL ILL-FLA, LLC, an Illinois limited liability company

THIS DOCUMENT PREPARED BY :

Scott M. Lapins, Esq.
Schwartz Cooper Chartered
180 N. LaSalle Street, Suite 2700
Chicago, Illinois 60601

AFTER RECORDING RETURN TO:

Leon C. Wexler, Esq.
77 W. Washington Street
Suite 1618
Chicago, Illinois 60602

14
AB

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ASSIGNMENT

For good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned, **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association ("**Assignor**") hereby assigns, transfers and sets over unto **HAL ILL-FLA, LLC**, an Illinois limited liability company ("**Assignee**"), without recourse, representation or warranty all of the Assignor's right, title and interest in, to and under the following documents:

1. Construction/Revolving Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing (the "**Mortgage**") dated August 18, 2005 from **LANDQUEST XXXII, L.L.C.**, an Illinois limited liability company ("**Borrower**") in favor of Assignor recorded in the office of Cook County Recorder of Deeds (the "**Recorder's Office**") on August 30, 2005 as Document No. 0524239041, which encumbers the real property and all improvements thereon legally described on Exhibit A hereto (the "**Property**");
2. Assignment of Rents and Leases (the "**Assignment of Rents**") dated August 18, 2005, in favor of Assignor recorded in the Recorder's Office on August 30, 2005 as Document No. 0524239042; and
3. Chicago Title Insurance Company (the "**Title Company**") Policy No. 1410 008251430 UL (the "**Loan Policy**"). The Mortgage, the Assignment of Rents and the Loan Policy may be collectively referred to as the "**Assigned Documents**". The loan secured or insured by the Assigned Documents may be referred to as the "**Mortgage Loan**".

The assignment price for the assignment by Assignor to the Assignee without recourse, representation or warranty of the Assigned Documents shall be calculated as shown on Exhibit B hereto, and Assignee's further waivers and acknowledgements are attached as Exhibit C hereto, both of which Exhibits shall not be recorded.

This Assignment may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Assignment. Receipt of an executed signature page to this Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof.


[remainder of page intentionally left blank]

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the 20th day of April, 2007.

ASSIGNOR:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: 
Name: Gregory S. Pearson
Title: Vice President

ASSIGNEE:

HAL ILL-FLA, LLC, an Illinois limited liability company

By: _____
Name: _____
Title: _____

Borrower; **RANDALL H. LANGER** ("Guarantor"); and **LANDMARK INVESTMENTS, LLC**, an Illinois limited liability company ("Landmark") hereby acknowledge and agree that this Assignment does not release any of them from any liabilities that may arise from any of them to the Assignor with respect to all matters relating to indemnification or payment of Assignor's costs and expenses under (i) that certain Master Construction Loan Agreement dated as of August 18, 2005 between Borrower and Landmark, as modified by that certain Joinder Agreement and Certificate of Representations, Warranties and Covenants dated August 18, 2005 from Borrower to Assignor and as further modified by that certain Modification of Master Construction Loan Agreement and Promissory Note dated December 6, 2006 among Assignor, Borrower, Guarantor and **LANDQUEST XXX, L.L.C.**, an Illinois limited liability company; **LANDQUEST XXXV, L.L.C.**, an Illinois limited liability company; **LANDQUEST XVI, L.L.C.**, an Illinois limited liability company; **LANDQUEST XXVIII, L.L.C.**, an Illinois limited liability company (collectively, the "Loan Agreement"); (ii) that certain Guaranty of Payment and Completion dated as of August 18, 2005 by Guarantor in favor of Assignor or (iii) that certain Environmental Indemnity Agreement dated as of August 18, 2005 by Borrower and Guarantor in favor of Assignor. Borrower, Landmark and Guarantor acknowledge that Assignor has no further obligations to Borrower or Landmark under the Loan Agreement and hereby release Assignor from any and all claims and obligations thereunder, and forever release and discharge Assignor from any and all claims, demands or causes of action whatsoever against Assignor arising out of or in connection with the Loan Agreement or the

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IN WITNESS WHEREOF, the parties have executed this Assignment as of the 20th day of April, 2007.

ASSIGNOR:

LASALLE BANK NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Title: _____

ASSIGNEE:

HAL ILL-FLA, LLC, an Illinois limited liability company

By: *Harry A. Langer*
Name: HARRY A. LANGER
Title: Chairman

Borrower; **RANDALL H. LANGER** ("Guarantor"); and **LANDMARK INVESTMENTS, LLC**, an Illinois limited liability company ("Landmark") hereby acknowledge and agree that this Assignment does not release any of them from any liabilities that may arise from any of them to the Assignor with respect to all matters relating to indemnification or payment of Assignor's costs and expenses under (i) that certain Master Construction Loan Agreement dated as of August 18, 2005 between Borrower and Landmark, as modified by that certain Joinder Agreement and Certificate of Representations, Warranties and Covenants dated August 18, 2005 from Borrower to Assignor and as further modified by that certain Modification of Master Construction Loan Agreement and Promissory Note dated December 6, 2006 among Assignor, Borrower, Guarantor and **LANDQUEST XXX, L.L.C.**, an Illinois limited liability company; **LANDQUEST XXXV, L.L.C.**, an Illinois limited liability company; **LANDQUEST XVI, L.L.C.**, an Illinois limited liability company; **LANDQUEST XXVIII, L.L.C.**, an Illinois limited liability company (collectively, the "Loan Agreement"); (ii) that certain Guaranty of Payment and Completion dated as of August 18, 2005 by Guarantor in favor of Assignor or (iii) that certain Environmental Indemnity Agreement dated as of August 18, 2005 by Borrower and Guarantor in favor of Assignor. Borrower, Landmark and Guarantor acknowledge that Assignor has no further obligations to Borrower or Landmark under the Loan Agreement and hereby release Assignor from any and all claims and obligations thereunder, and forever release and discharge Assignor from any and all claims, demands or causes of action whatsoever against Assignor arising out of or in connection with the Loan Agreement or the

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Mortgage Loan. Guarantor, Landmark and Borrower acknowledge this Assignment to Assignee and have no objection thereto.

[signature page follows]

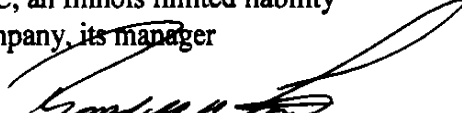
Property of
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____
Cook County Clerk's Office
COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____

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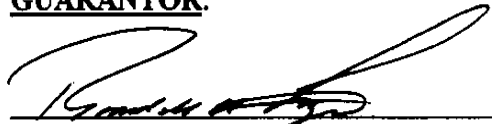
BORROWER:

LANDQUEST XXXII, L.L.C., an Illinois limited liability company

By: **LANDMARK INVESTMENTS, LLC**, an Illinois limited liability company, its manager


By: 
Name: Randall H. Langer
Title: Manager

GUARANTOR:


Name: **RANDALL H. LANGER**, personally

LANDMARK:

LANDMARK INVESTMENTS, LLC, an Illinois limited liability company, its manager

By: 
Randall H. Langer, its manager

COOK COUNTY
RECORDER OF DEEDS
SCANNED BY

UNOFFICIAL COPY

STATE OF ILLINOIS)

) .ss

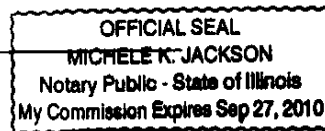
COUNTY OF COOK)

I MICHELE JACKSON, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that GREGORY PEARSON VICE PRESIDENT of LaSalle Bank National Association, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19th day of April, 2007.

Michele Jackson
Notary Public

My Commission Expires:



STATE OF _____)

) .ss

COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, the _____ of HAL III-Fla, LLC, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public

My Commission Expires: _____

UNOFFICIAL COPY

STATE OF ILLINOIS)
) .ss
COUNTY OF COOK)

I _____, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____ of LaSalle Bank National Association, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 2007.

Notary Public
My Commission Expires: _____

STATE OF IL)
) .ss
COUNTY OF Cook)

I Nancy Trapp, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Harry A. Langer, the manager of HAL III-Fla, LLC, 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 signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 19 day of April, 2007.



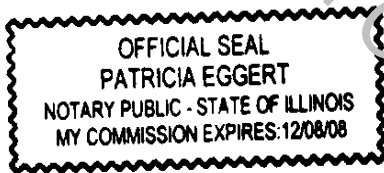
Nancy Trapp
Notary Public
My Commission Expires: 7.25.10

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Randall H. Langer, the manager of LandQuest XXXII, L.L.C., an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of April, 2007.



Patricia Eggert
Notary Public

My Commission Expires:
12/08/08

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Randall H. Langer, who 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 signed and delivered the said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of April, 2007.



Patricia Eggert
Notary Public

My Commission Expires:
12/08/08

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Randall H. Langer, the manager of Landmark Investments, LLC, an Illinois limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such manager, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19th day of April, 2007.

Patricia Eggert
Notary Public

My Commission Expires:
12/08/08



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EXHIBIT A

LEGAL DESCRIPTION

[see attached]

Property of Cook County Clerk's Office

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

**COOK COUNTY
RECORDER OF DEEDS
SCANNED BY _____**

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LOTS 1 THROUGH 15, INCLUSIVE, AND LOTS 25 THROUGH 35, INCLUSIVE, TOGETHER WITH ALL OF THE VACATED ALLEYS IN BLOCK 43 IN IRONWORKER'S ADDITION TO SOUTH CHICAGO, BEING A SUBDIVISION OF THE SOUTH FRACTIONAL 1/2 OF FRACTIONAL SECTION 8, TOWNSHIP 37 NORTH, RANGE 15 EAST OF THE THIRD PRINCIPAL MERIDIAN,

EXCEPTING THEREFROM THAT PART OF LOT 1 TAKEN BY THE CITY OF CHICAGO DEPARTMENT OF TRANSPORTATION FOR RIGHT OF WAY PURPOSES, AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHERLY CORNER OF SAID LOT 1, BEING ALSO THE INTERSECTION OF THE SOUTHWESTERLY LINE OF SOUTH INDIANAPOLIS AVENUE AND THE EAST LINE OF SOUTH AVENUE "B"; THENCE ON AN ASSUMED BEARING SOUTH 42 DEGREES, 34 MINUTES, 25 SECONDS EAST, A DISTANCE OF 31.00 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 1; THENCE SOUTH 47 DEGREES, 21 MINUTES, 22 SECONDS WEST, A DISTANCE OF 18.78 FEET TO A POINT, SAID POINT BEING 35.92 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT 1, AS MEASURED ALONG THE WEST LINE OF SAID LOT 1 AND 5.00 FEET EAST OF THE WEST LINE OF SAID LOT 1, AS MEASURED AT RIGHT ANGLES THERETO; THENCE SOUTH 00 DEGREES, 37 MINUTES, 39 SECONDS WEST, A DISTANCE OF 70.18 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1, SAID POINT BEING 105.92 FEET SOUTH OF THE NORTHERLY CORNER OF SAID LOT 1; THENCE NORTH 03 DEGREES, 27 MINUTES, 28 SECONDS WEST, A DISTANCE OF 105.92 FEET ALONG THE WEST LINE OF SAID LOT 1 TO THE POINT OF BEGINNING, AND ALSO

EXCEPTING THEREFROM THAT PART OF BLOCK 43 DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH CORNER OF SAID LOT 35; THENCE ON AN ASSUMED BEARING OF SOUTH 03 DEGREES, 27 MINUTES, 28 SECONDS EAST, ALONG THE WEST LINE OF LOT 35, A DISTANCE OF 31.56 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE WEST LINE, A DISTANCE OF 40.57 FEET; THENCE NORTH 86 DEGREES, 46 MINUTES, 12 SECONDS EAST, A DISTANCE OF 58.88 FEET TO THE NORTHEASTERLY LINE OF LOT 35; THENCE NORTH 42 DEGREES, 35 MINUTES, 21 SECONDS WEST, A DISTANCE OF 68.80 FEET; THENCE SOUTH 47 DEGREES, 25 MINUTES, 35 SECONDS WEST, A DISTANCE OF 19.92 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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EXHIBIT B

ASSIGNMENT PRICE

The assignment price ("Assignment Price") for the assignment by Assignor to the Assignee without recourse, representation or warranty of the Assigned Documents shall be equal to the sum of the following amounts:

- (a) the actual principal balance of the Mortgage Loan as of the date hereof in the amount of \$1,355,000.00, plus
- (b) the total amount of unpaid and accrued interest on the Mortgage Loan through and including the day prior to the assignment of the Assigned Documents, in the amount of \$5,453.55 if payment of the Assignment Price is received by Assignor by 2:00 p.m. (cst) on April 20, 2007 in the form of a wire transfer, with additional per diem interest in the amount of \$287.03 for each day after April 20, 2007, plus
- (c) Assignor's attorneys' fees incurred from Schwartz Cooper Chartered in the amount of \$2,750.00, plus
- (d) an administrative fee in the amount of \$200.00, plus
- (e) a late fee in the amount of \$444.89.

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EXHIBIT C

ASSIGNEE'S WAIVERS AND ACKNOWLEDGEMENTS

Assignor and Assignee acknowledge and agree that prior to the assignment of the Assigned Documents, Assignee has had the opportunity to examine Borrower's files and to request from Assignor copies of documents in Assignor's files pertaining to the Mortgage Loan, including, without limitation, environmental and engineering reports, the loan documents pertaining to the Mortgage Loan, the existing title policy and the existing survey. Assignee acknowledges and agrees that Assignee is paying for the assignment without recourse, representation or warranty on an "AS IS" and "WHERE IS" basis, with all faults. Assignee shall bear the cost of any recordation fees and/or taxes associated with the assignment of the Assignment Documents at Assignee's sole expense. Any assurance that Assignee seeks as to the effectiveness of this Assignment shall be obtained by Assignee at its sole expense in the form of an endorsement to the Title Policy from the Title Company, the availability of which shall not be a condition to the effectiveness of this Assignment. Assignee acknowledges that securing evidence of insurance naming Assignee as an additional insured under existing insurance policies pertaining to the Property shall be the sole responsibility of Assignee.