## **UNOFFICIAL COPY**

Prepared by and when recorded return to:

Ropes & Gray LLP Prudential Tower 800 Boylston Street Boston, Massachusetts 02199 Attn: Walter R. McCabe III, Esq.

O POOR



Doc#: 1106829032 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/09/2011 12:07 PM Pg: 1 of 5

# ASSIGNMENT AND ASSUMPTION OF MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS AND LEASES

FOR VALUE RECEIVED, Simpson LoanCo Grantor Trust I ("Assignor") hereby assigns and transfers to Simpson REO, LLC, a Lelaware limited liability company, ("Assignee") and its successors and assigns, without recourse, warranty or representation, express or implied, the Assignor's right, title and interest in and to the following (collectively, the "Mortgage"):

The Mortgage, Security Agreement and Assignment of Rents and Leases made by Theodore C. Binzel, an individual ("Mortgagor"), to Initial Lender (as defined below) dated April 26, 2002 and recorded on May 2, 2002 with the Recorder of Deeds in Cook County, Illinois as document No. 0020504113, as modified by First Mortgage Modification Agreement between Mortgagor and Initial Lender dated July 1, 2003 and recorded on August 11, 2003 with the Recorder of Deeds in Cook County, Illinois as document No. 0322310118, as modified by Second Mortgage Modification Agreement between Mortgagor and Initial Lender dated November 1, 2003 and recorded on January 13, 2004 with the Recorder of Deeds in Cook County, Illinois as document No. 0401344061, as modified by Third Mortgage Modification Agreement between Mortgagor and Initial Lender dated October 1, 2004 and recorded on November 3, 2004 with the Recorder of Deeds in Cook County, Illinois as document No. 0430812072, as modified by Fourth Mortgage Modification Agreement between Mortgagor and Initial Lender dated October 15, 2006 and recorded on December 26, 2006 with the Recorder of Deeds in Cook County, Illinois as document No. 0636054086, as assigned to Assignor by Assignment and Assumption of Mortgage, Security Agreement and Assignment of Rents and Leases dated as of December 31, 2010, by and between Associated Bank, National Association (as successor in interest to Associated Bank Chicago) ("Initial Lender") and Assignor, recorded on February 10, 2011 with the Recorder of Deeds in Cook County, Illinois as document No. 1104111120, encumbering the property described in Schedule A attached hereto (the "Property").

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Assignee hereby assumes all of the obligations of Assignor in connection with or arising out of the Mortgage first arising or accruing on or after the date hereof, expressly including, however, Assignor's obligations with respect to any escrow funds delivered to, or credited to, Assignee.

This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which counterparts shall together constitute one and the same instrument and shall be governed by and construed in accordance with the internal laws of the State where ioc eto and of County Clerk's Office the Property is located. This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

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## **UNOFFICIAL CC**

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of March  $_{3}$ , 2011.

ASSIGNOR:

SIMPSON LOANCO GRANTOR TRUST I

By: TANDY LOANCO, LLC, its Trustee, not individually but solely in its capacity as

Trustee

By:

Ronald Cami Title: Vice President

STATE OF TEXAS

**COUNTY OF TARRANT** 

• Ste On March 3, 2011, before me, Stephanie Robinson, a Notary Public, personally appeared Ronald Cami who proved to me on the Lasis 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.

I certify under PENALTY OF PERJURY under the laws of the State of Texas that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature



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## UNOFFICIAL CO

**ASSIGNEE:** 

SIMPSON REO, LLC, a Delaware limited liability company

By:

Title: Vice President

STATE OF TEXAS

DOOP ON **COUNTY OF TARRANT** 

On March 3, 2011, before me, Stephanie Robinson, a Notary Public, personally appeared Ronald Cami who proved to me or 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.

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WITNESS manhand and official seal



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## UNOFFICIAL COPY

### Schedule A

### Legal Description

#### PARCEL 1:

LOT 11 IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT NO. 1, A SUBDIVISION OF PART OF SECTIONS 7 AND 8, IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT A POINT ON WEST LINE OF SAID LOT 11, WHICH POINT IS 30.00 FEET NOP OF THE SOUTHWEST CORNER OF SAID LOT 11, MEASURED ALONG SAID WEST LINE AND RUNNING THENCE SOUTHEASTERLY IN A STRAIGHT LINE TO A POINT ON THE EASTERLY LINE OF SAID LOT 11, WHICH POINT IS 23.00 FEET NORTHERLY, MEASURED ALONG SAID EAST LINE OF THE SOUTHEAST CORNER OF SAID LOT 11, IN COO', COUNTY, ILLINOIS.

### PARCEL 2:

THAT PART OF LOT 12 IN ROLLING MEADOWS INDUSTRIAL CENTER, UNIT NO. 1, A SUBDIVISION OF PART OF SECTIONS 1 AND 8, IN TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MER'DIAN, LYING WESTERLY OF A LINE DESCRIBED AS:

COMMENCING AT A POINT ON THE NORTH LOF OF SAID LOT, A DISTANCE OF 101.29 FEET ARC MEASURE EASTERLY OF THE NORTH WESTERLY CORNER OF SAID LOT 12, AND THENCE RUNNING SOUTHERLY ALONG A RADIAL LINE, 300.00 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 98.73 FEET ARC MEASURE EASTERLY OF THE SOUTHWESTERLY CORNER OF SAID LOT 12, EXCEPT THAT PART OF LOT 12, LYING SOUTHERLY OF A LINE DESCRIBED AS:

COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT 12, "HICH LIES 23.00 FEET NORTHERLY, AS MEASURED ALONG SAID WEST LINE OF THE SOUTHWESTERLY CORNER OF SAID LOT 12, AND RUNNING SOUTHEASTERLY ALONG A STRAIGHT LINE TO THE POINT ON THE AFOREDESCRIBED RADIAL LINE, WHICH POINT LIES 20.00 FEET NORTHERLY, AS MEASURED ALONG SAID RADIAL LIVE OF THE SOUTHERLY LINE OF SAID LOT 12, ALL IN COOK COUNTY, ILLINOIS.

Permanent Tax No.:08-07-404-002-0000 08-07-404-005-0000 Commonly known as: 3320 Tollview Drive Rolling Meadows, 1L 60008