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AFFIDAVIT FOR CERTIFICATION BY PARTY NOT ON ORIGINAL DOCUMENT (55 ILCS 5/3-5013)

Doc#: 1117222073 Fee: \$50.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 06/21/2011 02:38 PM Pg: 1 of 8

Date: 4012	
STATE OF ILLINOIS }	
FOOK COUNTY } ss.	
Cook COUNTY } ss.	
I, (print name) Nilda Voogd being duly sworn, state that	l
have access to the copies of the attached document(s) (state type(s) of	
documents)) assignment and assumption of article of aprenent for Deed	_
Coprement for Deed	_
as executed by (rame(s) of party(ies)) West and	
mark J. Wagel	_
My relationship to the document is (ex Title Company, agent, attorney)	
1 the Compiny	
I state under oath that the original of this cocument is lost, or not in possession of	of
the party needing to record the same. To the pest of my knowledge the original	al
document was not intentionally destroyed or in any manner disposed of for the	е
purpose of introducing a copy thereof in place of the original.	
Affiant has personal knowledge that the foregoing statements are true.	
6/15/11	
Signature Date	
Subscribed and sworn to before me	
this 15th day of Time, 2011.	
Sum yn numby	_
Notary Public Susan a Arabity	
NOTARY PUBLIC - STATE OF ILLINOIS MY COMMISSION EXPIRES OF OTARS	
■ →	

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Recording Requested By and When Recorded Return to:

Dykema Gossett PLLC 10 S. Wacker Drive, Suite 2300 Chicago, Illinois 60606 Attn: Heather K. Aeschleman, Esq.



ASSIGNMENT AND ASSUMPTION OF ARTICLES OF AGREEMENT FOR DEED

THIS ASSIGNMENT AND ASSUMPTION OF ARTICLES OF AGREEMENT FOR DEED (this "Agreement") is made as of this 1st day of December, 2009, by and between 3917 WESTERN LLC, an Illinois lim ter, liability company (the "Assignor"), and GEORGE WASHINGTON SAVINGS BANK, ar Illinois savings bank ("Assignee").

RECITALS:

WHEREAS, Assignor and Megan and Paul Dubosky ("Buyer") have previously entered into a certain Articles of Agreement for Deed, including any riders thereto ("Purchase Agreement"), dated as of April 21, 2009, whereby Assigner has agreed to sell, and Assignee has agreed to purchase, certain real estate located at 3917 N. Western Avenue, Unit 48 (the "Property").

WHEREAS, Assignor is conveying the Property to Assignce cursuant to that certain Deed in Lieu of Foreclosure Agreement dated as of even date herewith.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter provided, and other good and valuable consideration, the receipt and sufficiency ci which are hereby acknowledged, the parties hereto agree as follows:

- 1. The foregoing Recitals are hereby incorporated by this reference.
- 2. Assignor hereby assigns, transfers and conveys to Assignee all of its right, title, interests, powers, claims, remedies, benefits and options in and to the Purchase Agreement.
- 3. Assignee hereby accepts such assignment and transfer from and after the date hereof, and, from and after the date hereof, hereby undertakes to pay, perform or discharge when due the liabilities, duties and obligations of the Assignor with respect to the Purchase Agreement arising on or after the date hereof; provided, however, that notwithstanding anything to the contrary contained herein, Assignee shall not assume or be deemed to have agreed to pay or discharge any debts, claims, damages, obligations, liabilities of Assignor arising from or related to the Purchase Agreement attributable to events arising prior to the date hereof.

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- 4. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement unless the context requires otherwise.
- 5. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 7. This Agreement (and any and all disputes, controversies and other losses among the parties arising out of, or in connection with, the transactions contemplated hereby) shall be governed by and construed in accordance with the internal laws, but not the laws of conflicts, of the State of Illinois
- 8. At any time, and from time to time, after the date hereof, each party will execute such additional instruments ε and take such actions as may be reasonably requested by the other parties to confirm or perfect or concruse to carry out the intent and purposes of this Agreement.
- generate, severable and independent ovenants, and in the event that any covenant is declared invalid by any court of competent jorisdiction, that invalidity will not in any manner affect or impair the validity or enforceability of any other part or provision of such covenant or of any other covenant contained in this Agreement. If a court of competent jurisdiction determines that any provision contained in this Agreement, or any part thereof, is unenforceable for any reason, the parties authorize that court to reduce or modify that provision, so that the provision in its reduced or modified form will be enforceable.

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IN WITNESS WHEREOF, the parties have signed this Agreement as of the date first above written.

ASSIGNOR:	ASSIGNEE:
3917 WESTERN LLC, an Illinois limited isbally company	GEORGE WASHINGTON SAVINGS BANK an Illinois savings bank
By: For E West. Vame: Jan West. Fitle: 15 Mangr	By:
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	My Clarks Office
	C/O/T/S
	O. O. C.

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IN WITNESS WHERBOF, the parties have signed this Agreement as of the date first above written.

ASSIGNOR:	ASSIGNEE:
3917 VESTERN LLC, an Illinois limited liability company	GEORGE WASHINGTON SAVINGS BANK an Illinois savings bank
By: Name: Title:	By: MARK J WINGER Title: PLESIDENT
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Cooperation	
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STATE OF ILLINOIS)) ss.	ACKNOWLEDGMENT
COUNTY OF COOK)	norm of the second
berehv certify that Takes West	, personally length LLC, and decknowledged ary act of said entry	Illinois limited liability company, I that he signed, sealed and delivered entity, for the uses and purposes therein The call, 2009. Notary Public
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STATE OF ILLINOIS) ss,	ACKNOWLEDGMENT
COUNTY OF COOK) ·	
I, the undersigned, a Notary Public hereby certify that Mach Mugel of GEORGE W. appeared before me this day in person and a said instrument as his own fee and voluntar set forth. Witness my nand an Notarial Seal the	, personally k ASHINGTON acknowledged y act of said e	nown to be the SAVINGS BANK, an savings bank, that he signed, sealed and delivered ntity, for the uses and purposes therein
Ox	ن در	0./
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94		Notary OFIRICIAL SEAL." E CRITES Notary Public, State of Illinois My Commission Expires 05/06/2012
	047%	
•		Notary Public, State of Illinois My Commission Expires 05/06/20123
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1000 PM UNITS 1N, 1S, 2N, 2S, 3N, 3S, 4N, 4S, P-1, P-2, P-3, P-4, P-5, P-6, P-7/P-8, P-9/P-10, AND P-11/P-12 IN THE 3917 N. WESTERN CONDOMINIUM AS DELINEATED ON A SURVINY OF THE FOLLOWING DESCRIBED PROPERTY: LOTS 25 AND 26 (EXCEPT THAT PART THEREOF LYING WEST OF A LINE 50 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SECTION 19) IN THE SUBDIVISION OF BLOCK 9 IN THE SUBDIVISION OF SECTION 19, TOWNSHIP 40 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCF2) THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 AND THE SOUTH EAST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 19), IN COOK COUNTY, ILLINOIS. WHICH SURVEY IS ATTACHED AS AN EXHIBIT TO THE DECLAR ATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0912616077, TOGETHER WITH ITS UNDIVIDED PERCENTA GE INTEREST IN THE COMMON ELEMENTS.

Permanent Real Estate number(s): 14-19-100-038-1001; 14-19-100-035-1002; 14-19-100-038-1003; 14-19-100-038-1004; 14-19-100-038 038-1005; 14-19-100-038-1006; 14-19-100-038-1007; 14-19-100-038-1006; 14-19-100-038-1009; 14-19-100-038-1010; 14-19-100-038-1000; 14-19-1000-038-1000; 14-19-1000-038-1000; 14-19-1000-038-038-1011; 14-19-100-038-1012;14-19-100-038-1013; 14-19-100-038-1014; 14-19-100-038-1015;14-19-100-038-1016; and 14-19-100-038-1015 Olert's Office 038-1017.

Address(es) of real estate: 3917 N. Western Avenue, Chicago, IL 60618