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After recording return to:

Doc#: 1127610064 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/03/2011 12:29 PM Pg: 1 of 4

For use i

ASSIGNMENT

Sept 29 This Assignment of certain notes and mortgages (hereinafter the "Assignment") dated *Sept 29* 2011, is made between BMO Harris Bank N.A. f/k/a Harris, N.A. f/k/a Harris Bank Wilmette, N.A. (hereinafter the "Assignor"), and *Morris* Silverman (hereinafter the "Assignee"), with reference to the following facts: *\$*.

A. Prior hereto, Assignor entered into two separate agreements to loan money to certain borrowers, the loan being secured by property commonly known as 412 Laurel Avenue, Wilmette, Illinois 60091 (hereinafter the "Property") as follows.

1. On March 31, 1998, an Adjustable Rate Note was entered between Harris N.A. f/k/a Harris Bank Wilmette, N.A. as lender and Larry Komisar, Lori Komisar, and the Ellen Wiselman Irrevocable Trust as borrowers (hereinafter the "Note"). The Note was executed in the original principal amount of One Hundred and Fifty Thousand Dollars (\$150,000.00), a copy of which is attached hereto as Exhibit A and made a part hereof.

The Note is secured by a mortgage dated March 31, 1998, and recorded with the Cook County Recorder of Deeds on April 13, 1998 as document 98236817, a copy of which is attached hereto as Exhibit B and made part hereof (hereinafter the "First Mortgage"). The First Mortgage secures the following property:

LOT 13 IN BLOCK 20, IN LAKE SHORE ADDITION TO WILMETTE, A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES NORTH SECTION OF QUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 412 Laurel Avenue, Wilmette, Illinois 60091
PIN: 05-35-114-013

2. On May 25, 2001 an Equity Line Credit Agreement was entered between Harris N.A. f/k/a Harris Bank Wilmette, N.A. as lender and Larry Komisar and Lori Komisar as borrowers (hereinafter the "Credit Agreement"). The Credit Agreement was executed in the original principal amount of Two Hundred and Fifty Thousand Dollars (\$250,000.00), a copy of which is attached hereto as Exhibit C and made part hereof.

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The Equity Line Credit Agreement is secured by a Mortgage dated May 25, 2001, and recorded with the Cook County Recorder of Deeds on June 25, 2001 as document 0010553102, a copy of which is attached hereto as Exhibit D and made part hereof (hereinafter the "Second Mortgage"). The Second Mortgage secures the following property:

LOT 13 IN BLOCK 20, IN LAKE SHORE ADDITION TO WILMETTE, A SUBDIVISION OF THE SOUTHEASTERLY 160 ACRES NORTH SECTION OF QUILMETTE RESERVATION, IN TOWNSHIP 42 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 412 Laurel Avenue, Wilmette, Illinois 60091
PIN: 05-35-114-013

B. Assignee acknowledges that all of the aforementioned borrowers are in default according to their respective obligations under the Note and First Mortgage, and under the Credit Agreement and Second Mortgage. Moreover, Assignee acknowledges that as a result of the respective defaults, foreclosure proceedings having been filed in the Circuit Court of Cook County, Illinois in Case Number 06 CH 22114. As of the date of this Assignment, no judgment of foreclosure has been entered in the foreclosure proceedings.

C. Assignor wishes to assign to Assignee all rights of Assignor under the Note, First Mortgage, Credit Agreement, and Second Mortgage on their respective terms and subject to the conditions set forth herein, and Assignee wishes to accept assignment of such rights from Assignor on such terms and subject to such conditions.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the agreements contained herein, and for the sum of ten dollars (\$10.00) plus other valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, the parties hereto adopt the above recitals as if fully stated herein and hereby agree as follows:

1. Assignment and Acceptance. Subject to the terms and conditions of this Assignment, (i) Assignor hereby transfers and assigns to Assignee, and (ii) Assignee hereby accepts from Assignor, without recourse, all rights of Assignor under the Note, First Mortgage, Credit Agreement, and Second Mortgage and all related rights and benefits of Assignor under and in connection with the Note, First Mortgage, Credit Agreement and Second Mortgage.

2. Representations and Warranties. Assignor represents and warrants that (i) it is duly organized and existing and it has the full power and authority to execute and make this Assignment; and (ii) it has not heretofore transferred any of its rights and interest in the Note, First Mortgage, Credit Agreement and Second Mortgage.

Assignee further represents and warrants that (i) he has the full power and authority to execute and take this Assignment, and (ii) no notice to, or consent and authorizations of, any persons are required (other than those already given and obtained hereby) for the due

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execution, delivery and performance of this Assignment. Other than the above warranty the Assignor makes no other warranties regarding the Note, First Mortgage, Credit Agreement and Second Mortgage being assigned.

3. Delivery of Note and Mortgage. Contemporaneously herewith Assignor shall deliver to Assignee the original Adjustable Rate Note, First Mortgage, Equity Line Credit Agreement and Second Mortgage.

4. Balance of Adjustable Rate Note and Equity Line Credit Agreement. Assignor represents and warrants to Assignee that as of the date of March 18, 2011, the current approximate outstanding principal balance, accrued interest, late charges, cost, and attorney fees (foreclosure only) due under the Note is \$192,225.24.

Additionally, Assignor represents and warrants to Assignee that as of the date of March 18, 2011, the current approximate outstanding principal balance, accrued interest, late charges, cost, and attorney fees (foreclosure only) due under the Credit Agreement is \$325,750.45.

5. Further Assurances. Assignor and Assignee each hereby agrees to execute and deliver such other instruments, and take such other action, as either party may reasonably request in connection with the transactions contemplated by this Assignment, including the delivery of any notices or other documents or instruments to the Borrowers, which may be required in connection with the assignment contemplated hereby.

6. Miscellaneous.

(a) Any amendment or waiver of any provision of this Assignment shall be in writing and signed by the parties hereto. No failure or delay by either party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof and any waiver of any breach of the provisions of this Assignment shall be without prejudice to any rights with respect to any other or further breach thereof.

(b) Assignor and Assignee shall each pay its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Assignment.

(c) Assignee shall be responsible for recording this Assignment and bears all costs associated therewith.

(d) This Assignment may be executed in any number of counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument.

(e) THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. Assignor and Assignee each irrevocably submits to the nonexclusive jurisdiction of any State or Federal court sitting in Chicago, Illinois over any suit, action or proceeding arising out of or relating to this Assignment and irrevocably agrees that all claims in respect of such action or proceeding may be heard and

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determined in such State or Federal court. Each party to this Assignment hereby irrevocably waives, to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

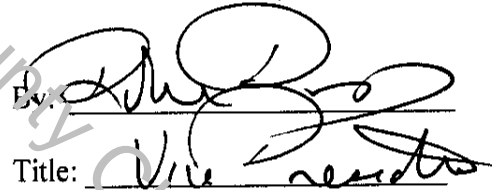
(f) ASSIGNOR AND ASSIGNEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS ASSIGNMENT, THE CREDIT ASSIGNMENTS, ANY RELATED DOCUMENTS AND ASSIGNMENTS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, OR STATEMENTS (WHETHER ORAL OR WRITTEN).

(g) THIS ASSIGNMENT SHALL BE WITHOUT RECOURSE AGAINST THE ASSIGNOR EXCEPT FOR ANY BREACH OF ANY EXPRESS WARRANTIES MADE HEREIN.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered by their duly authorized officers as of the date first above written.

ASSIGNOR,

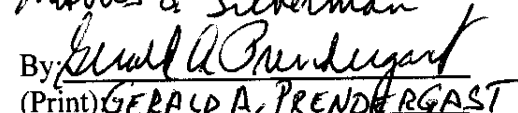
BMO Harris Bank N.A., f/k/a Harris, N.A. f/k/a
Harris Bank Wilmette, N.A.

By: 
Title: Vice President

Address:

3800 Golf Road, Suite 300
Rolling Meadows, Illinois 60008

ASSIGNEE,

Morris S. Silverman
Morris S. Silverman
By: 
(Print) GERALD A. PRENDERGAST
attorney in fact
Address:
3540 W 95th ST
Evergreen Park IL 60805