

# UNOFFICIAL COPY

Doc#: 1201703059 Fee: \$54.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/17/2012 04:24 PM Pg: 1 of 9

## ASSIGNMENT OF CERTIFICATE OF SALE

*This space reserved for Recorder's use only.*

THIS ASSIGNMENT OF CERTIFICATE OF SALE ("**Assignment**") is made by and between FIRST MIDWEST BANK, an Illinois banking corporation, with its principal office at One Pierce Place, Suite 1500, Itasca, Illinois 60143 ("**Assignor**"), and THE NATIONAL BANK, a national banking association, with its principal office at 852 Middle Road, Bettendorf, Iowa 52722 ("**Assignee**").

### RECITALS:

WHEREAS, Assignor was the mortgagee under that certain Mortgage encumbering the property commonly known as 111 West Third Street, Elmhurst, Illinois 60126 as more particularly described on Exhibit A attached hereto (the "**Property**");

WHEREAS, Assignor foreclosed upon the Property pursuant to that certain case *Bayview Loan Servicing, LLC v. IRED Elmhurst, L.L.C.*, 2010 CH 006392 in the Circuit Court of the Eighteenth Judicial Circuit (the "**Court**") of DuPage County, Illinois (Chancery Division) (the "**Foreclosure Case**");

WHEREAS, a judgment of foreclosure was entered into regarding the Foreclosure Case and the Property was sold at public auction to the highest bidder on December 1, 2011 (the "**Auction**");

WHEREAS, the Assignor was the highest bidder at the Auction and the Property was sold to the Assignor at the Auction pursuant to a certificate of sale dated December 1, 2011 (the "**Certificate of Sale**"), a draft copy of which is attached hereto as Exhibit B;

WHEREAS, the Certificate of Sale is issued subject to confirmation of the sale of the Property by the Court (the "**Confirmation**");

WHEREAS, the Assignee will appear before the Court on or before January 6, 2012 to obtain the Confirmation at which time the DuPage County Sheriff shall be obligated to issue a deed for the Property (the "**Deed**") to the Assignor;

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WHEREAS, prior the Confirmation, the Assignor desires to assign to Assignee and Assignee desires to receive an Assignment of the Certificate of Sale in order for the DuPage County Sheriff to issue the Deed directly to the Assignee (the “Assignee’s Deed”);

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Incorporation of Recitals. The matters recited above are incorporated in this Assignment, with the same effect and as though fully set forth herein.

2. Consideration. As consideration for the Assignment, reference is made to the Note Purchase Agreement signed by the parties on November 30, 2011.

3. Assignment. Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in and to Assignor’s rights under the Certificate of Sale. As of the date below, Assignee accepts said assignment of all of Assignor’s rights, title and interest in and to the Certificate of Sale from Assignor.

4. Severability. The provisions of this Assignment shall be deemed severable. If any part of this Assignment shall be held unenforceable by any court of competent jurisdiction, the remainder shall remain in full force and effect, and such unenforceable provision shall be reformed by such court so as to give maximum legal effect to the intention of the parties as expressed therein.

6. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Assignment shall be governed by the laws of the State of Illinois.

7. Notices. Any notice which any party thereto gives to any other party hereunder shall be in writing and shall be deemed given when delivered in person to a representative of the party, when faxed, sent by Email, or two business days after deposited in the United States certified or registered mail, return receipt requested, addressed to the party, at the address of such party set forth below, or at such other address as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

Assignor: First Midwest Bank  
770 Dundee Road  
Arlington Heights, Illinois 60004  
Attention: Lawrence Walther

Assignee: THE National Bank  
852 Middle Road  
Bettendorf, Iowa 52722  
Attention: John E. McNamara

8. Counterparts. This Assignment may be executed in one or more counterparts, each which shall be deemed an original.

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9. Attorney Fees. If any action is brought by any party to this Assignment to enforce or interpret its terms or provisions, the prevailing party will be entitled to reasonable attorney fees and costs incurred in connection with such action prior to and at trial and on any appeal therefrom.

10. Waiver of Jury Trial. The Parties each hereby waive any right to jury trial in any action relating to or arising out of this Assignment or the transactions described herein.

11. Brokers. Assignor hereby represents to Assignee that Assignor has dealt with no broker in connection with this Assignment. Assignor agrees to indemnify and hold Assignee harmless from all claims of any brokers claiming to have represented Assignor in connection with this Assignment. Assignee hereby represents to Assignor that Assignee has dealt with no broker in connection with this Assignment. Assignee agrees to indemnify and hold Assignor harmless from all claims of any brokers claiming to have represented Assignee in connection with this Assignment.

12. As-Is Where-Is. Assignee warrants and acknowledges to and agrees with Assignor that Assignee is purchasing the real estate and property in its "as is, where is" condition "with all faults" and defects and specifically and expressly without any warranties, representations or guarantees, either express or implied, as to its condition, fitness for any particular purpose, merchantability, or any other warranty of any kind, nature, or type whatsoever from or on behalf of Assignor. Assignor specifically disclaims any warranty, guaranty or representation, oral or written, past or present, express or implied, concerning (a) the value, nature, quality or condition of the real estate and property, including, without limitation, the water, structural integrity, soil and geology; (b) the income to be derived from the real estate and property; (c) the suitability of the real estate and property for any and all activities and uses which Assignee may conduct thereon, including the possibilities for future development of the real estate and property; (d) the compliance of or by the real estate and property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body including, without limitation, any building code violations; (e) the habitability, merchantability, marketability, profitability or fitness for a particular purpose of the real estate and property; (f) the manner or quality of the construction or materials, if any, incorporated into the real estate and property; (g) the manner, quality, state of repair or lack of repair of the real estate and property; (h) the presence or absence of hazardous materials at, on, under, or adjacent to the real estate and property or any other environmental matter or condition of the real estate and property; (i) the year 2000 compliance of any system or other element of the real estate and property; or (j) any other matter with respect to the real estate and property. Assignee acknowledges and agrees that any information provided by or on behalf of Assignor with respect to the real estate and property was obtained from a variety of sources and that Assignor has not made any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information. Assignor is not liable or bound in any manner by any oral or written statements, representations or information pertaining to the real estate and property, or the operation thereof, furnished by any real estate broker, agent, employee, servant or other person. Assignee further acknowledges and agrees that Assignee is a sophisticated and experienced purchaser of properties such as the real estate and property and has been duly represented by counsel in connection with the negotiation of this Assignment. Except as may otherwise be provided herein, Assignor has made no agreement to alter, repair or improve any of the real estate and property.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 9th day of December, 2011.

**ASSIGNOR:**

**FIRST MIDWEST BANK**

By: Lawrence Walther

Name: Lawrence Walther

Its: Senior Vice President

**ASSIGNEE:**

**THE NATIONAL BANK**

By: \_\_\_\_\_

Name: John E. McNamara

Its: Vice President – Special Assets

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the 9<sup>th</sup> day of December, 2011.

**ASSIGNOR:**

**FIRST MIDWEST BANK**

By: *Lawrence Walther*

Name: Lawrence Walther  
Its: Senior Vice President

**ASSIGNEE:**

**THE NATIONAL BANK**

By: *[Signature]*

Name: John E. McNamara  
Its: Vice President – Special Assets

Property of Cook County Clerk's Office

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## Exhibit A

### Legal Description of the Property

#### **PARCEL 1:**

LOT 2 IN HARRIS BANK SUBDIVISION, BEING A RESUBDIVISION OF LOTS 19, 20, 21, 22, AND 23 IN HAHN'S SUBDIVISION OF LOTS 2 TO 6, INCLUSIVE, AND THE NORTH ½ OF LOTS 7 AND 8 IN BLOCK 1 OF THE ORIGINAL TOWN OF COTTAGE HILL, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 2007 AS DOCUMENT R2007-099433, IN DUPAGE COUNTY, ILLINOIS.

#### **PARCEL 2:**

PERMANENT, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT, MAINTENANCE, CONSTRUCTION AND RESTRICTIVE COVENANTS AGREEMENT RECORDED AUGUST 20, 2007 AS DOCUMENT R2007-154730 AND RE-RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NUMBER R2007-177621, FOR INGRESS AND EGRESS TO WEST THIRD STREET AND TO THE ALLEY, OVER AND UPON THE WEST 24 FEET OF LOT 1 IN AFORESAID SUBDIVISION; AN EASEMENT TO RUN A WATER MAIN PIPE FROM ADDISION STREET TO THE WEST LINE OF LOT 2 ALONG THE NORTH 10 FEET OF AFORESAID LOT 1; AND A TEMPORARY CONSTRUCTION EASEMENT, INCLUDING DEMOLITION, COMPACTION AND GRADING AND INSTALLATION OF THE WATER MAIN LINE, AS WELL AS CONSTRUCTION OF THE SENIOR FACILITY BUILDING.

#### **PROPERTY ADDRESS OF REAL ESTATE:**

111 WEST THIRD STREET, ELMHURST, ILLINOIS

#### **PERMANENT TAX IDENTIFICATION NUMBERS:**

06-02-207-008  
06-02-207-012  
06-02-207-013  
06-02-207-014

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## IN THE CIRCUIT COURT OF THE EIGHTEENTH JUDICIAL CIRCUIT DUPAGE COUNTY, ILLINOIS

FIRST MIDWEST BANK (as successor in )  
interest to THE FEDERAL DEPOSIT )  
INSURANCE CORPORATION SOLELY AS )  
RECEIVER FOR FIRST DUPAGE BANK), )

Plaintiff, )

v. )

No. 10 CH 006692 )

IREL ELMHURST L.L.C.; INTERNATIONAL )  
REAL ESTATE DEVELOPMENT, LLC; )  
INTERNATIONAL LAND DEVELOPMENT )  
CORPORATION; INLAND MORTGAGE )  
DIRECT FUNDING CORPORATION; )  
UNKNOWN OWNERS and NONRECORD )  
CLAIMANTS, )

Defendants. )

### SHERIFF'S CERTIFICATE OF SALE

I, John E. Zaruba, Sheriff of DuPage County, Illinois, do hereby certify that pursuant to a Judgment made and entered by this Honorable Court in the above-entitled cause on August 12, 2011, I offered the real estate and premises described in said Judgment and hereinafter described for sale at public venue, for cash in hand, to the highest and best bidder on the 1st day of December 2011, according to previous notice given by me as required by said judgment and by law. At the time and place stated in said notice in the City of Wheaton, County of DuPage and State of Illinois, I first offered each tract, piece and parcel of said real estate for sale separately and then in any combinations less than the whole and having received no bid therefore I thereupon offered the entire real estate and premises for sale en masse;

WHEREUPON FIRST MIDWEST BANK offered and bid therefore the sum of **THREE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND 00/11 (\$3,500,000.00)** and this being the highest and best bid at said sale, I thereupon struck off and sold the whole property to **FIRST MIDWEST BANK**, for said sum of money.

The real estate and premises are situated in DuPage County, Illinois, and are described as follows, to wit:

#### **PARCEL 1:**

LOT 2 IN HARRIS BANK SUBDIVISION, BEING A RESUBDIVISION OF LOTS 19, 20, 21, 22, AND 23 IN HAHN'S SUBDIVISION OF LOTS 2 TO 6, INCLUSIVE, AND THE NORTH 1/2 OF LOTS 7 AND 8 IN BLOCK 1 OF THE ORIGINAL TOWN OF

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COTTAGE HILL, IN THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 29, 2007 AS DOCUMENT R2007-099433, IN DUPAGE COUNTY, ILLINOIS.

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PERMANENT, NON-EXCLUSIVE EASEMENTS FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE EASEMENT, MAINTENANCE, CONSTRUCTION AND RESTRICTIVE COVENANTS AGREEMENT RECORDED AUGUST 20, 2007 AS DOCUMENT R2007-154730 AND RE-RECORDED SEPTEMBER 26, 2007 AS DOCUMENT NUMBER R2007-177621, FOR INGRESS AND EGRESS TO WEST THIRD STREET AND TO THE ALLEY, OVER AND UPON THE WEST 24 FEET OF LOT 1 IN AFORESAID SUBDIVISION; AN EASEMENT TO RUN A WATER MAIN PIPE FROM ADDISON STREET TO THE WEST LINE OF LOT 2 ALONG THE NORTH 10 FEET OF AFORESAID LOT 1; AND A TEMPORARY CONSTRUCTION EASEMENT, INCLUDING DEMOLITION, COMPACTION AND GRADING AND INSTALLATION OF THE WATER MAIN LINE, AS WELL AS CONSTRUCTION OF THE SENIOR FACILITY BUILDING.

**PROPERTY ADDRESS OF REAL ESTATE:** 111 WEST THIRD STREET, ELMHURST, ILLINOIS

**PERMANENT TAX IDENTIFICATION NUMBERS:**

06-02-207-008

06-02-207-012

06-02-207-013

06-02-207-014

The purchaser herein named, his heirs, legal representatives or assigns is entitled to a deed for said real estate and premises upon confirmation of this sale and presentation and surrender of this Certificate to the undersigned, Sheriff of DuPage County, Illinois, or to my duly qualified and acting successor in office.

Witness my hand and seal in duplicate at Wheaton, Illinois, this \_\_\_\_ day of JANUARY, 2012.

\_\_\_\_\_  
SHERIFF OF DUPAGE COUNTY, ILLINOIS

**PREPARED BY:**

Edward L. Filer  
FREEBORN & PETERS LLP  
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Chicago, Illinois 60606  
(312) 360-6000

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