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Doc#: 1225522040 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/11/2012 09:54 AM Pg: 1 of 6

For Recorder Only

This Instrument prepared by:
Michael J. Goldstein
Michael J. Goldstein & Associates, Ltd.
17 North State Street, Suite 990
Chicago, Illinois 60602
Telephone: (312) 346-0945

ASSIGNMENT

THIS ASSIGNMENT ("Assignment") is made by and between **DIAMOND BANK, FSB**, ("Assignor") and **THE NATIONAL REPUBLIC BANK OF CHICAGO** ("Assignee").

1. In consideration of the payment of \$1,000,000.00 and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned hereby sells, delivers, assigns, conveys, transfers and sets over unto Assignee, all of the undersigned's right, title and interest in and to the following:

- a. That certain Mortgage dated November 22, 2005 ("Mortgage") and recorded with the Cook County Recorder of Deeds on December 2, 2005, as Document No. 0533608103, and executed and delivered by Emmanuel Joseph to Assignor in connection with that certain note of same date in the original principal amount of \$794,400.00 ("Note"). The common address of the property subject to the Mortgage is 4111 Kennicott Lane, Glenview, Illinois. The legal description and PIN are set forth at Exhibit A, attached hereto and made a part hereof. *PIN 04-29-300-102-0000*
- b. The Modifications of the above described Mortgage follows:
 - Modification of Loan Documents dated January 15, 2007, and recorded with the Cook County Recorder of Deeds as Document No. 0710155226;

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- Second Modification of Loan Documents, dated June 1, 2007, and recorded with the Cook County Recorder of Deeds as Document No. 0721144070;
 - Third Modification of Loan Documents, dated December 1, 2007, and recorded with the Cook County Recorder of Deeds as Document No. 0804255073;
 - Fourth Modification of Loan Documents, dated May 1, 2008, and recorded with the Cook County Recorder of Deeds as Document No. 0819011185;
 - Fifth Modification of Loan Documents, dated August 1, 2008, and recorded with the Cook County Recorder of Deeds as Document No. 0828222115;
 - Sixth Modification of Loan Documents, dated November 1, 2008, and recorded with the Cook County Recorder of Deeds as Document No. 0900829092;
 - Seventh Modification of Loan Documents, dated May 1, 2009, and recorded with the Cook County Recorder of Deeds as Document No. 0918818033;
- c. That certain Assignment of Rents on the property described in Exhibit A, dated November 22, 2005 ("Assignment") and recorded with the Cook County Recorder of Deeds on December 2, 2005, as Document No. 0533608104.
- d. Assignment of Certificate of Sale dated March 20, 2012, issued by the Judicial Sale Corporation, having as its subject matter the property commonly known as 7916 Arcadia, Morton Grove, Illinois, and legally described as follows:

LOT 266 IN ROBBIN'S MEADOW LANE, UNIT NO. 5, BEING A SUBDIVISION OF THE NORTH ½ OF THE SOUTHWEST ¼ AND THE WEST 40 FEET OF THE NORTH ½ OF THE SOUTHEAST ¼ OF SECTION 13, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 09-13-303-019

- e. Assignment of Certificate of Sale dated March 20, 2012, issued by the Judicial Sale Corporation, having as its subject matter the property commonly known as 8841 Parkside, Morton Grove, Illinois, and legally described as follows:

LOT 3 AND THE NORTH ½ OF LOT 4 IN BLOCK 13 IN HIELD AND MARTIN'S DEMPSTER STREET TERMINAL SUBDIVISION BEING A SUBDIVISION OF THE SOUTHWEST ¼ OF SECTION 16 AND IN THE SOUTH EAST ¼ OF SECTION 17, ALL IN TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 2, 1924 AS DOCUMENT 8446276, IN COOK COUNTY, ILLINOIS.

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PIN: 10-17-431-048-0000

3. Neither the Assignor nor any of its directors, officers, agents or employees shall be liable for any action taken or omitted to be taken under or in connection with this Assignment or any of the Documents. Without limiting the generality of the foregoing, the Assignor:

- a. Shall not be responsible for any statements of fact in or omissions other than facts or information which the Assignor is required by law to disclose to the Assignee, from the Documents, or any other documents received by the Assignee from the Assignor or concerning the Assignor that the Assignor has furnished or shall furnish to the Assignee pursuant to this Assignment.
- b. Shall not be responsible for the due execution, effectiveness, validity, enforceability, of sufficiency of the Documents or any default of those parties responsible under the Documents; and
- c. Shall not be bound to ascertain or inquire into the performance or observance of any of the terms, provisions, or conditions of any of the Documents on the part of the Assignee or any other person.

4. The Assignee and any subsequent holders of interest in the Documents by their acceptance thereof, shall indemnify and hold the Assignor harmless from any and against any and all losses, costs, liabilities and expense (including, but not limited to, reasonable attorney's fees, except fees incurred in connection with the closing of this transaction) incurred by the Assignor which result or arise from any willful misconduct of the Assignee with regard to the Documents or this transaction. Without limiting any other provision hereof, Assignor shall not be liable to the Assignee in the absence of the Assignor's own willful misconduct, AND ASSIGNEE AGREES TO BE RESPONSIBLE FOR TAKING WHATEVER STEPS, SUCH AS RECORDING OF DOCUMENTS, ASSIGNEE DEEMS NECESSARY OR APPROPRIATE IN CONNECTION WITH OR TO PERFECT ITS RIGHTS UNDER THIS ASSIGNMENT. Provided, however, that the indemnification of the Assignor by the Assignee shall not extend to any actions or claims heretofore, now, or hereafter brought by _____ or any of their assigns, executors, or personal representatives, against the Assignor; or its successors or assigns in connection with the Documents or any matters relating thereto.

5. The Assignee represents, warrants, and covenants to the Assignor that in making its decision to enter into this Assignment (a) it independently has taken whatever steps it considers necessary to evaluate the financial condition and affairs of the responsible parties under the Documents; (b) it has exercised independent judgment; (c) it has not relied upon any representation or warranty by the Assignor; and (d) the Assignor shall not be responsible for any statements of fact in or omissions other than facts or information which the Assignor is required by law to disclose to the Assignee, from the Documents, or any other documents received by the Assignee from the Assignor or concerning the Assignor that the Assignor has furnished or shall furnish to the Assignee pursuant to this Assignment.

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6. This Assignment and any document or instrument executed in connection herewith shall be governed by and construed in accordance with the internal law of the State of Illinois, and shall be deemed to have been executed in the State of Illinois. Unless the context requires otherwise, wherever used herein the singular shall include the plural and vice versa, and the use of one gender shall also denote the other. Captions herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof, references are references to this Assignment. This Assignment shall bind Assignee, its personal representatives, successors and assigns, and shall inure to the benefit of Assignor, its successors and assigns, except that Assignee may not transfer or assign prior to closing any of its rights or interest hereunder without the prior written consent of Assignor.

7. The Assignor shall execute such documentation as may be required in order to allow the Assignee to complete this Assignment and vest in the Assignee all of the rights of the Assignor.

IN WITNESS WHEREOF, the authorized representative of the parties have caused this Assignment to be executed as of the 5th day of September, 2012.

DIAMOND BANK, FSB

By: Melanie Weir
Title: SV

THE NATIONAL REPUBLIC BANK
OF CHICAGO

By: Edward Fitzgerald
Title: President

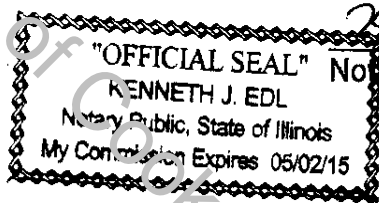
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STATE OF ILLINOIS)
) SS
COUNTY OF ~~COOK~~ HANE)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Melanie W. Smith, personally known to me to be the Secretary of **Diamond Bank, FSB**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed on behalf of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 5th day of September, 2012.



Kenneth J. Edl
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a notary public, in and for the county and state aforesaid, DO HEREBY CERTIFY, that Edward Fitzgerald, personally known to me to be the President of **The National Republic Bank of Chicago**, an Illinois corporation, and personally known to me to be the same person whose name is subscribed to within the Document, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his free and voluntary act and deed on behalf of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 10th day of September, 2012.



Michelle L. Meadows
Notary Public

UNOFFICIAL COPY**EXHIBIT A****LEGAL DESCRIPTION**

PARCEL 1: THAT PART OF LOT 11 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOT 5 IN THE SUBDIVISION OF LOT 10 IN THE COUNTY CLERK'S DIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 11, WHICH IS 330 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION, THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 150 FEET, THENCE NORTH ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 5, WHICH IS 150 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5, THENCE EAST ALONG THE NORTH LINE OF LOT 5 A DISTANCE OF 150 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 348.53 FEET TO THE PLACE OF BEGINNING; EXCEPTING THEREFROM THAT PART EAST OF A LINE RUNNING FROM A POINT ON THE SOUTH LINE OF SAID LOT 11, 128 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 11 TO A POINT ON THE NORTH LINE OF SAID LOT 5, 123.4 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5, IN COOK COUNTY, ILLINOIS

PARCEL 2: THAT PART OF LOT 11 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THAT PART OF LOT 5 IN THE SUBDIVISION OF LOT 10 IN THE COUNTY CLERK'S DIVISION AFORESAID DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE EAST LINE OF SAID LOT 11 WHICH IS 330 FEET NORTH OF THE SOUTHEAST CORNER OF THE WEST 1/2 OF SAID SECTION, THENCE WEST ALONG A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF SAID LOT 5 WHICH IS 123.4 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 5, THENCE EAST ALONG THE NORTH LINE OF SAID LOT 5 A DISTANCE OF 123.4 FEET TO THE NORTHEAST CORNER OF SAID LOT 5, THENCE SOUTH 348.53 FEET TO THE PLACE OF BEGINNING IN COOK COUNTY, ILLINOIS

PARCEL 3: EASEMENT FOR PRIVATE ROADWAY PURPOSES FOR THAT PART OF PARCELS 1 AND 2 FALLING IN LOT 5 IN THE SUBDIVISION OF LOT 10 IN THE COUNTY CLERK'S DIVISION AFORESAID CREATED BY DEEDS RECORDED AS DOCUMENT 2618953, 2618954, 2618955 AND 2618956 RESPECTIVELY, OVER AND ACROSS LOT 1 IN THE SUBDIVISION OF LOT 10 IN THE COUNTY CLERK'S DIVISION OF THE WEST 1/2 OF SECTION 29, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN NO.: 04-29-300-059 - *New PIN 04-29-300-102-0000*

COMMONLY KNOWN AS: ~~44~~ KENNICOTT LANE, GLENVIEW, ILLINOIS 60026

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