UNOFFICIAL COPY

Document prepared by and after recording mail to:

Joshua Glazov Much Shelist, P.C. 191 North Wacker Drive Suite 1800 Chicago, Illinois 60606

Affects: 3734 North Southport Avenue, Chicago, Kinois

PIN: 14-20-114-031



Doc#: 1226918034 Fee: \$44.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 09/25/2012 10:33 AM Pg: 1 of 4

Certificate of Mortgage Transfers After UCC Sale of Notes Secured by those Mortgages

Southport Financing Company LLC (the "Debtor") made a Replacement Promissory Note payable to the order of First Chicago Bank & Trust ("First Chicago") in the principal amount of \$930,000 dated May 19, 2010 (the "Hypothecation Note"). To secure payment and performance under the Hypothecation Note, the Debtor collaterally assigned the loan documents for two loans as identified below (each a "Collateral Assignment", those loan documents collectively, the "Mortgage Loan Documents", and each of those loans a "Mortgage Loan") to First Chicago as secured party. Under the Collateral Assignments, the Debtor granted a security interest to First Chicago against the Mortgage Loan Documents, including (without limitation) the promissory notes, the mortgages, and the assignments of rents described below.

On July 8, 2011, the Illinois Department of Financial and Professional Regulation declared First Chicago insolvent, closed First Chicago, and appointed the Federal Deposit Insurance Corporation as receiver for First Chicago (the FDIC acting as receiver for First Chicago, the "Receiver").

Under 12 U.S.C. §1821(d)(2)(A), the Receiver has succeeded to all rights, titles, powers, and privileges of First Chicago, including becoming holder of the Hypothecation Note and secured party under each Collateral Assignment.

Because the Debtor defaulted under the Hypothecation Note and each Collateral Assignment, the Receiver, as secured party, held a public sale of the Mortgage Loan Documents to the highest and best bidder under Section 9-610 *et seq.* of the Illinois Uniform Commercial Code. That sale occurred on August 16, 2012 at the office of Much Shelist, P.C., 191 North Wacker Drive, Suite 1800, Chicago, Illinois 60606. The Receiver, as secured party, purchased the Mortgage Loan Documents by credit bid at that sale (no other bidders appeared at that sale, the Receiver's credit bid was accepted, and the sale adjourned).

UNOFFICIAL COPY

To the Receiver's knowledge, there have been no objections to that sale, written or oral, and to the Receiver's knowledge there have been no orders or injunctions entered preventing that sale from going forward.

Consequently, the Receiver now replaces the Debtor as Lender, note holder, mortgagee, and assignee of rents and leases respectively under the Mortgage Loan Documents which encumber, or are secured by instruments encumbering, the real estate, improvements thereon, and fixtures affixed thereto, identified on attached **Exhibit A**:

- 1. Promissory Note dated February 28, 2003 made by Let the Good Times Roll, L.L.C. originally payable to the order of Ravenswood Bank, f/k/a Community Bank of Ravenswood, in the original principal amount of \$750,000 (the "\$750K Good Times Note"), as amended by the Change in Terms Agreement dated March 16, 2006 (that includes readifying the principal to \$833,210.57 and consolidating that promissory note with ancine, promissory note dated January 19, 2005 made by Let the Good Times Roll, L.L.C. and Blue Bayou, L.L.C. originally payable to the order of Ravenswood Bank in the original principal amount of \$100,000 (the "\$100K Good Times Note").
- 2. Mortgage dated February 28, 2003 and recorded March 5, 2003 as document number 0030306242, as modified by the Modification Agreements recorded as document numbers 0610741172 and 0706115092 respectively and as assigned by the Assignment of Mortgage recorded as document number 0814901139. This mortgage originally secured the \$750K Good Times Note.
- Assignment of Rents dated February 28, 2003 and recorded March 5, 2003 as document number 0030306243, as assigned under an Assignment recorded as document number 0814901140. This assignment of rents originally secured the \$750K Good Times Note.
- 4. **Security Interest** as disclosed by Financing Statement recorded March 5, 2003 as document number **0030306244** as continued under the Continuation Statement recorded March 24, 2008 as document number **080841C3C0**. This security interest originally secured the \$750K Good Times Note.
- 5. **Mortgage** dated January 19, 2005 and recorded February 15, 2005 as document number **0504649190**, assigned by Assignment of Mortgage recorded as document number **0814901141**. This mortgage originally secured the \$100K Good Times Note.
- 6. **Assignment of Rents** dated January 19, 2005 and recorded February 15, 2005 as document number **0504649191**, assigned by Assignment recorded as document number **0814901142**. This assignment of rents originally secured the \$100K Good Times Note.
- 7. **Promissory Note** dated May 13, 2006 made by Michael Cullen and Shelia Henaghan originally payable to the order of North Community Bank in the original principal amount of \$75,000 (the "\$75K Cullen & Henaghan Note") that renews a promissory note made by the same makers payable to the order of North Community Bank dated May 13, 2003 in the original principal amount of \$75,000.

UNOFFICIAL COPY

- 8. **Mortgage** dated May 13, 2003 and recorded August 25, 2004 as document number **0423831075**. This mortgage originally secured the \$75K Cullen & Henaghan Note.
- 9. **Assignment of Rents** dated May 13, 2003 and recorded August 25, 2004 as document number **0423831076**. This assignment of rents mortgage originally secured the \$75K Cullen & Henaghan Note.

Dated Scylinder 20, 2012.

Federal Deposit Insurance Corporation, as receiver for First Chicago Bank & Trust

Name: Gary Ellis

Title: Attorney in Fact

State of Kansas

County of Johnson

I, the undersigned, a notary public in and for said County, in the State aforesaid, do hereby certify that Gary Ellis, Attorney in Fact for the Federal Deposit Insurance Corporation, as receiver for First Chicago Bank & Trust, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 20 day of September 20, 2012.

SEAL

Notary Public

Notary Public State of Kansas My Commission Expires 3-31-15

TERRI KOSIDOWSKI

1226918034 Page: 4 of 4

UNOFFICIAL COPY

EXHIBIT A

Lot 10 in Block 2 in Rood's Subdivision of the Northeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 40 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

PIN: 14-20-114-031

Clerk's Office Commonly known as 3734 North Southport Avenue, Chicago, Illinois