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This Instrument Prepared By and,
After Recording, Should Be Returned to:
Michael D. Miselman
Seyfarth Shaw LLP
131 S. Dearborn Street
Suite 2400
Chicago, Illinois 60603



Doc#: 1233444023 Fee: \$44.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 11/29/2012 10:44 AM Pg: 1 of 4

ASSIGNMENT OF MORTGAGE

This **ASSIGNMENT OF MORTGAGE** (this "Assignment"), is made and entered into as of 11/11, 2012 by **FRANCES G. HORWICH** and **H. DEBRA LEVIN** as Trustees of the Non-Exempt Marital Trust created under the Franklin E. Horwich Living Trust whose address is c/o H. Debra Levin, 131 South Dearborn Street, Suite 2400, Chicago, Illinois 60603 (the "Assignor") in favor of **MARJORIE H. KULP** and **H. DEBRA LEVIN** as Trustees of the Marjorie Kulp 2012 GS Trust created under the Horwich Children's 2012 GS Trust whose address is c/o Marjorie Kulp, 500 West Superior, Unit 2301, Chicago, IL 60610 (the "Assignee").

WITNESSETH:

WHEREAS, MARJORIE KULP (the "Borrower") granted that certain Mortgage (the "Mortgage") to Assignor dated October 5, 2011 and recorded on October 31, 2011 as Document 1130416044 in the Office of the Recorder of Deeds of Cook County, Illinois with respect to real estate legally described on Exhibit A attached hereto and made a part hereof;

WHEREAS, the parties hereto desire that Assignor assign to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Mortgage and the Note secured thereby; and

WHEREAS, Assignor endorsed all of its right, title and interest in said Note over unto Assignee by instrument dated 11/11, 2012 (the "Assignment Date").

NOW, THEREFORE, in consideration of the premises above set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, Assignor and Assignee hereby covenant and agree as follows:

1. Assignment. As of the Assignment Date, Assignor does hereby sell, transfer, assign, grant and convey to Assignee, its successors and assigns, all of the right, title, interest and benefit of Assignor in and to the Mortgage and does hereby grant and delegate to Assignee, its successors and assigns, and any and all of the duties and obligations of Assignor thereunder from and after the date hereof.

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2. Assumption. From and after the Assignment Date, Assignee hereby accepts the Assignment and assumes and agrees to observe, perform and be bound by all of the terms, covenants, agreements, conditions and obligations of the Mortgage required to be observed or performed by Assignor thereunder.

3. Representations and Warranties of Assignor. This Assignment is an absolute assignment. This Assignment is without recourse, representation or warranty, express or implied, upon Assignor, except that Assignor hereby warrants and represents to Assignee that:

(a) Assignor has not sold, transferred, assigned, conveyed, pledged or endorsed any right, title or interest in the Mortgage to any person or entity other than Assignee; and

(b) Assignor has full right and power to sell and assign the same to Assignee, subject to no interest or participation of, or agreement with, any party other than Assignee.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.

5. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

7. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

8. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstance shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

9. Further Agreements. Assignor agrees to execute and deliver to Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of
11/11, 2012.

Frances G. Horwich

Frances G. Horwich

H. Debra Levin

H. Debra Levin

Trustees of the Non-Exempt Marital Trust created
under the Franklin E. Horwich Living Trust

H. Debra Levin

H. Debra Levin

Marjorie H. Kulp

Marjorie H. Kulp

Trustees of the Marjorie Kulp 2012 GS Trust created
under the Horwich Children's 2012 GS Trust

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that Frances F. Horwich, as Trustee as aforesaid, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of November, 2012.

Commission expires _____ 20

H. Debra Levin

NOTARY PUBLIC



STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

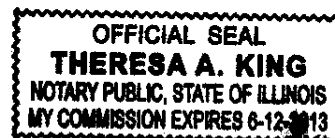
The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that H. Debra Levin, as Trustee as aforesaid, personally known to me to be the same persons whose name is subscribed to the foregoing instrument as such Trustee, appeared before me this day in person, and acknowledged that she signed and delivered the said instrument as her free and voluntary act as Trustee as aforesaid for the uses and purposes therein set forth.

Given under my hand and official seal, this 11th day of November, 2012.

Commission expires 6-12 2013

Theresa A. King

NOTARY PUBLIC



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EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

UNIT 2301 AND PARKING SPACE(S) P-101 AND P-102 IN THE MONTGOMERY ON SUPERIOR CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE:

PART OF LOIS 1 TO 10, LOT 15 (EXCEPT THE WEST 9 FEET), LOTS 16 TO 28 AND THE WEST 19 ¼ FEET OF LOT 11 IN BLOCK 4 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO; LOTS 1 TO 4, (EXCEPT THE WEST 9 FEET OF SAID LOT 4), IN THE SUBDIVISION OF THE WEST 4 ¼ FEET OF LOT 11 AND ALL OF LOTS 12, 13 AND 14 IN HIGGINS, LAW AND COMPANY'S ADDITION TO CHICAGO, AND ALL OF THE EAST-WEST VACATED ALLEY LYING NORTH OF SAID LOTS 15 TO 28 (EXCEPT THE WEST 9 FEET THEREOF), ALL IN SECTION 19, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS;

WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION OF CONDOMINIUM RECORDED MAY 18, 2005 AS DOCUMENT 0513822164 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE 213 & STORAGE ROOM 3F, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFORESAID RECORDED AS DOCUMENT 0513822164.

PARCEL 3:

EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 FOR INGRESS AND EGRESS, USE, STRUCTURAL SUPPORT, USE OF SHARED FACILITIES, MAINTENANCE, UTILITIES, ENCROACHMENTS AND EXTERIOR MAINTENANCE AS CREATED BY THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MAY 18, 2005 AS DOCUMENT NO. 0513822163.

COMMONLY KNOWN AS UNIT 2301, 500 W. SUPERIOR STREET, CHICAGO, ILLINOIS 60610

P.I.N. 17-09-114-021-1487
17-09-114-021-1520
17-09-114-021-1521