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**THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:**

Alvin J. Helfgot
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Doc#: 1234210157 Fee: \$46.00
Karen A. Yarbrough RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/07/2012 04:22 PM Pg: 1 of 5

Permanent Tax Index Number:

20-10-309-045-0000

Property Address:

5336-40 South Michigan
Chicago, Illinois 60615

For Recorder's Use Only

COLLATERAL ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, LITTLE TOWN LLC, an Illinois limited liability company ("Assignor"), hereby collaterally assigns, transfers, and sets over unto TALMER BANK AND TRUST ("Assignee"), all of its right, title and interest in and to the following:

That certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated May 22, 2006, executed and delivered by Chiverstone, Inc. to the Assignor and recorded in the recorder's office of Cook County, Illinois on June 5, 2006 as Document No. 0615618096, encumbering the real property commonly known as 5336-40 South Michigan, Chicago, Illinois 60615, which is more specifically described in the legal description attached hereto as Exhibit A, and assigned to Assignor by that certain Assignment of Mortgage dated December 16, 2011 and recorded in the recorder's office of Cook County, Illinois on January 3, 2012 as Document No. 1200344083.

This Assignment is made on and subject to the following terms and conditions:

1. This Assignment is made as collateral security for the payment of that certain \$1,000,000.00 Promissory Note dated May 22, 2006, executed by Little Town LLC to Assignee and any and all extensions, renewals, substitutions and modifications thereof (the "Note").

2. Assignor may continue to receive and exercise all of the rights, benefits and privileges under the Mortgage and Assignment of Rents (collectively, the "Collateral

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Documents”), so long as no Event of Default has occurred under the Note or any documents executed pursuant thereto (the “Loan Documents”).

3. In the Event of Default under the Note or any of the other Loan Documents, which continues beyond the expiration of any applicable grace or cure period, Assignee shall have the right and option, in its sole discretion, to exercise the rights, benefits and privileges of Assignor under the Collateral Note and the Collateral Documents, including the right to receive payments from the obligor of the Collateral Documents and to exercise any remedies thereunder.

4. Assignor represents and warrants that it has full power and authority to make this Assignment, and that the Collateral Documents are valid and binding and in full force and effect, and that no default or right of set off exists thereunder. Assignor covenants that it shall make no material changes in or material amendments to the Collateral Documents including, but not limited to, any modifications or amendments which reduce, postpone or cancel any required payments under the Collateral Note or the Collateral Documents, without the Assignee’s prior written consent.

5. This Assignment and the agreements and undertakings of Assignor hereunder shall be binding upon Assignor and its successors and assigns and shall inure to the benefit of Assignee and its successors and assigns and any purchaser of any interest in the loan secured hereby.

6. Assignor agrees to make, execute and deliver all such further or additional instruments as may be reasonably necessary to satisfy the intents and purposes hereof and to perfect the assignment made hereby.

Signature Page Follows

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IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of the 5th day of December, 2012.

LITTLE TOWN LLC

By: _____



Printed Name and Title: _____

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STATE OF ILLINOIS)
)
COUNTY OF Cook) SS:

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that Jeff Adler, 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 and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Little Town LLC, for the uses and purposes therein set forth.

Given under my hand and official seal, as of the 4 day of DECEMBER, 2012.



Bennet Schwartz
Notary Public

Commission Expires:

Cook County Clerk's Office

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EXHIBIT A

Legal Description

Lots 15, 16 and 17 in block 2 in Elisha E. Hundley's subdivision of 13 acres in the north $\frac{1}{2}$ of the southwest $\frac{1}{4}$ of the southwest $\frac{1}{4}$ of section 10, township 38 north, range 14, east of the third principal meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office