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Doc#: 1311216018 Fee: \$42.00
Affidavit Fee:
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 04/22/2013 10:32 AM Pg: 1 of 3

Project Number: 3488600026

ASSIGNMENT OF LOAN DOCUMENTS

This assignment (hereinafter "**Assignment**") of the Junior Note, Homeowner Loan Agreement and Junior Mortgage (hereinafter "**Loan Documents**") is effective September 13, 2012 between North West Housing Partnership (hereinafter "**Assignor**"), an Illinois Not-For-Profit organization, located in Cook County, Illinois, and County of Cook, a body politic and Corporate of the State of Illinois (hereinafter "**Assignee**").

WHEREAS, Assignor participated in the Cook County HOME Single Family Rehabilitation Program and executed a Sub-recipient Loan Agreement with Cook County pursuant to which Assignor received federal funds to assist individual single family homeowners with rehabilitation costs.

WHEREAS, Assignee desires to acquire the rights, title and interest of the Assignor under the Loan Documents for the property described herein, and Assignor desires to transfer its rights, title, and interest under the Loan Documents to Assignee.

NOW THEREFORE, and in consideration of the sum of ONE DOLLAR (\$1.00) Assignee and Assignor do herein and hereby agree to the following:

1. The Junior Note dated May 24, 2001 given by Alston C. James and Diane M. James (hereinafter "**Borrower**");
2. The Junior Mortgage dated May 24, 2001 given by Borrower to Assignor and recorded in the Office of the Cook County Recorder of Deeds, in the State of Illinois on June 8, 2001 as document number 0010499080; and
3. The Amendment dated February 25, 2002 given by Borrower to Assignor and recorded in the Office of the Cook County Recorder of Deeds, in the State of Illinois on April 22, 202 as document number 0020456997.

Together with all the Assignor's right, accrued interest and other obligations secured thereby, and the real estate described therein. This assignment does hereby release the Assignor from its obligations as set forth in the Sub-recipient Loan Agreement entered into with the Borrower.

By acceptance, hereof, Assignee shall become obligated to keep, fulfill, observe, perform, and discharge

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each and every covenant, duty, debt, and obligation that may accrue and/or become performable, due or owing after the effective date hereof by Assignor under the terms, provisions, and conditions of the Loan Documents and Sub-recipient Loan Agreement.

The provisions, representations, and conditions of the Loan Documents, as assigned hereby, shall remain in full force and effect, enforceable in accordance with their terms.

The Loan Documents and any other instrument or instruments secured thereby are delivered herewith to the Assignee.

The Assignment shall be binding upon the successors and/or assigns of the parties hereto and shall be construed in accordance with the laws of the State of Illinois.

The Assignor represents and warrants to the Assignee that the Assignor has full right and power to make this assignment, and that the following is true with respect to the Junior Mortgage:

Principal Amount: \$30,316.00

Common Street Address: 3400 Central Road, Rolling Meadows, Illinois 60008

Permanent Index Numbers: 02-36-315-011-0000

Legal Description: LOT 1908 IN ROLLING MEADOWS UNIT NO. 12, BEING A SUBDIVISION OF PART OF THE EAST HALF OF SECTION 35, AND PART OF THE WEST HALF OF SECTION 36, ALL IN TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF KIRCHOFF ROAD, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 13, 1956 AS DOCUMENT 16549524 IN COOK COUNTY, ILLINOIS.

