



1311645068

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RHSP Fee: \$10.00 Affidavit Fee:  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/26/2013 04:13 PM Pg: 1 of 8

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**ASSIGNMENT AND ACCEPTANCE OF  
PROMISSORY NOTE, MORTGAGE AND JUDGMENT**

**MORTGAGE INFORMATION (the Mortgage which is the subject of the attached Assignment):**

Mortgage dated February 28, 1995 between Steve Tsikos and First Bank National Association, and recorded March 10, 1995 with the Cook County Recorder of Deeds as Doc. No. 9516811 (which Mortgage was assigned to National Loan Investors, LP by that certain Assignment of Mortgage dated July 5, 2000 and recorded August 1, 2000 with the Cook County Recorder of Deeds as Doc. No. 00583050).

**LEGAL DESCRIPTION:**

LOTS 22, 23, 24 AND 25 IN BLOCK 2 IN WASSELL AND BRAMBERG'S DIVISION STREET SUBDIVISION OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 5, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**ADDRESS:** 5818-26 W. Division Street, Chicago, IL 60651

**PIN:** 16-05-227-031-0000

**PREPARED BY:**

Paul J. Doucette  
Kelly, Olson, Michod, DeHaan & Richter, L.L.C.  
333 W. Wacker Drive, Suite 2000  
Chicago, IL 60606

**RETURN TO:**

Vassiliki Makridakis  
2800 N. Milwaukee Ave.  
Chicago, IL 60618

Vassiliki Makridakis  
2814 N. Milwaukee Ave.  
Chicago, IL 60618

Vassiliki Makridakis  
5822 Division St.  
Chicago, IL 60651

Vassiliki Makridakis  
8800 W. 131<sup>ST</sup> St.  
Palos Park, IL 60464

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## ASSIGNMENT AND ACCEPTANCE OF PROMISSORY NOTE, MORTGAGE, AND JUDGMENT

This Assignment and Acceptance of Promissory Note, Mortgage, and Judgment ("Assignment") is dated this 11th day of January, 2002, and is by and between National Loan Investors, L.P. ("Assignor") and Vassiliki Makridakis ("Assignee"). The parties hereto agree and acknowledge that the following statements are true and correct:

A. Assignor is the owner and holder of a Promissory Note made payable to First Bank National Association ("First Bank") in the original principal amount of \$120,000.00 dated February 28, 1995 ("Note"), and stating that it was executed by Steve Tsiokos ("Tsiokos").

B. Assignor is also the owner of a Mortgage dated February 28, 1995 ("Mortgage") which states that it is executed by Tsiokos in favor of First Bank, and concerning certain property described therein as commonly known as 5818-26 West Division, Chicago, Illinois, which property is further legally described in the Mortgage ("Property"). Assignor is also owner of a certain Assignment of Rents dated February 28, 1995 concerning the Property ("Assignment of Rents").

C. In 2000, a Complaint was filed by Assignor in the Circuit Court of Cook County, Illinois in the case entitled National Loan Investors, L.P. v. Steve Tsiokos, et. al. and known as Case No. 00 CH 10339 ("Foreclosure Suit"). The Complaint in the Foreclosure Suit sought foreclosure of the Mortgage on the Property. On or about May 24, 2001, the Court in the Foreclosure Suit entered its Judgment of Foreclosure and Sale in favor of the Assignor ("Judgment").

D. A Sheriff's Sale of the Property in the Foreclosure Suit is currently scheduled for January 15, 2002.

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**B. Assignee desires to be assigned or to purchase Assignor's right, title and interest in and to the Judgment in the Foreclosure Suit, the Note, the Mortgage, and the Assignment of Rents, from Assignor. Assignor desires to sell and assign its interest in and to the Judgment, the Note, the Mortgage, and the Assignment of Rents to Assignee, subject to the terms and conditions hereof.**

**F. Assignee has had an opportunity to inspect or attempt to conduct an inspection and an environmental review or audit of the Property. Assignee is aware that there are or may be hazardous materials at, or environmental issues with respect to, the Property, and is aware of the condition of the Property. Assignee has also had an opportunity to investigate and determine any and all matters affecting or pertaining to the Property and the Mortgage, including but not limited to: the state of title, and ownership of the Property; real estate taxes concerning and liens against the Property, including any and all outstanding, delinquent, sold, or forfeited real estate taxes; the Property's status, condition and occupancy; all matters concerning the Foreclosure Suit and its prosecution; and any and all bankruptcy cases previously filed by Tsiokos which have affected or may affect in any way the Property or the Foreclosure Suit.**

**G. Neither Assignor nor its attorneys, agents or representatives have made any agreements, representations, promises or warranties whatsoever to Assignee or his attorneys, agents or representatives, other than the statements set forth above in Paragraphs A-D.**

**NOW THEREFORE, for value received and in consideration of the sum of \$120,000.00, the receipt by Assignor and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:**

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1. Assignor hereby sells, transfers and assigns to Assignee, without recourse, and Assignee hereby purchases and accepts from Assignor, all of Assignor's rights, title and interest in and to: (a) the Judgment in the Foreclosure Suit; (b) the Note; (c) the Mortgage; and (d) the Assignment of Rents.

2. The terms and provisions of this Assignment shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective successors and assigns.

3. This Assignment has been executed and delivered in Cook County, Illinois, and shall be construed in accordance with the internal laws of the State of Illinois. This Assignment may be executed by the parties in counterpart, and each shall be considered an original document. Each party signing this Assignment represents that he is authorized to do so.

4. This document is the entire agreement between the parties and there are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, express or implied, between Assignor and Assignee other than herein set forth. No alteration, amendment, change or addition to this Assignment shall be binding upon Assignor or Assignee unless in writing and signed by each of them.

5. Assignor shall not be obligated and shall have no responsibility for or pertaining to prosecution, pursuit of, or taking any further action in the Foreclosure Suit or in any way with respect to the scheduled Sheriff's Sale, the Note, the Mortgage, the Assignment of Rents, the Judgment, any bankruptcy case, the Property, real estate taxes on the Property, or any related matters. Assignee shall be fully responsible after the date of this Assignment for protecting its interests as it deems appropriate with respect to all of the foregoing. Assignee agrees to promptly request the Court in the Foreclosure Suit for substitution of the Assignee as a party-Plaintiff in that suit in place of the Assignor.

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Assignor's attorneys in the Foreclosure Suit shall be considered as having withdrawn as Assignor's attorneys in that suit, and Assignee shall not object thereto, upon substitution of the Assignee for Assignor as the party-Plaintiff in the Foreclosure Suit.

6. After execution of this Assignment by the parties hereto, Assignor shall have no liability or obligation of any kind or nature whatsoever to Assignee under any circumstances, and Assignee expressly and fully waives, releases, and discharges any and all claims, rights, actions, suits, and demands it has or may have as against Assignor and Assignor's representatives, agents, attorneys, successors, partners, directors, officers, shareholders, employees, affiliates, and assigns, whether in law or equity, or based upon tort, contract or otherwise, and whether known or unknown, arising out of or connected in any way with: the Note; the Mortgage; the Assignment of Rents; the Property; the Foreclosure Suit and any and all of the pleadings, exhibits to pleadings, or allegations therein; the Judgment; the scheduled or any future Sheriff's Sale of the Property; any and all bankruptcy cases filed by Tsiokos, or otherwise; this Assignment; and any and all matters related in any way to any and all of those documents, cases or matters or their subjects.

7. Assignee assumes all risk of loss concerning the Mortgage, Note, Assignment of Rents, Judgment, Foreclosure Suit, any Sheriff's Sale of the Property, any and all bankruptcy cases, this Assignment, and the Property and its condition (including hazardous materials, environmental matters and the like). Assignee assumes full liability and responsibility for any and all outstanding, unpaid, delinquent, sold or forfeited real estate taxes on the Property, and for all matters pertaining in any way to the Property's title and status, including for real estate taxes. Assignor shall have no duty to obtain, maintain, or assign any casualty, risk or other insurance on the Property, or otherwise. Assignee shall

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be responsible, at its own expense, for obtaining any such insurance as Assignee deems appropriate to insure its interests concerning the Property or the matters referenced herein.

8. Assignor and Assignee hereby acknowledge and agree that this Assignment is made WITHOUT RECOURSE AND "AS IS", AND "WHERE IS", AND THAT ASSIGNOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO ANY OR ALL OF: THE STATUS OF ANY MATTERS PERTAINING TO THE FORECLOSURE SUIT, THE JUDGMENT, ANY SHERIFF'S SALE, THE NOTE, THE MORTGAGE, THE ASSIGNMENT OF RENTS, THE PROPERTY, ANY BANKRUPTCY CASES, OR ANY OTHER MATTER OR DOCUMENT EVIDENCING, SECURING, OR PERTAINING IN ANY WAY TO ANY OF THOSE ITEMS; THE PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY; THE CONDITION OF TITLE TO THE PROPERTY, INCLUDING ANY LIENS, ENCUMBRANCES, OR REAL ESTATE TAXES THEREON; THE VALIDITY, ENFORCEABILITY, OR COLLECTIBILITY OF THE JUDGMENT, NOTE, MORTGAGE, ASSIGNMENT OF RENTS OR ANY OTHER DOCUMENT OR MATTER; THE PROBABILITY OR LIKELIHOOD OF THE SUCCESS OF COMPLETING THE FORECLOSURE SUIT OR SELLING THE PROPERTY, OR OF ANY LITIGATION OR ACTION ASSIGNEE MAY DESIRE TO PURSUE, INCLUDING BUT NOT LIMITED TO PROCEEDING TO SHERIFF'S SALE OF THE PROPERTY OR OBTAINING A CERTIFICATE OF SALE OR DEED TO THAT PROPERTY, OR ENFORCING OR PURSUING THE JUDGMENT OR ANY RELIEF IN THE FORECLOSURE CASE, OR IN CONNECTION WITH ANY BANKRUPTCY CASE, OR OTHERWISE. ALL REPRESENTATIONS AND WARRANTIES ARE BEING HEREBY DISCLAIMED BY ASSIGNOR.

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IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

ASSIGNEE:

ASSIGNOR:

NATIONAL LOAN INVESTORS, L.P.

Vassiliki Makridakis  
Vassiliki Makridakis

By: [Signature]  
Its: agent

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STATE OF ILLINOIS )

) ss.

COUNTY OF COOK )

I, Wade B Arends, a Notary Public in and for the County and State aforesaid, do hereby certify that Vassiliki Makridakis, 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 has signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10<sup>th</sup> day of January, 2002.

Wade B Arends

NOTARY PUBLIC

My Commission Expires:



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