# UNOFFICIAL COPY ASSIGNMENT OF MORTGAGE AND NOTE

AAA Cook Consolidation dba AAA Cook Consolidation, Inc ("Assignor" or "AAA Cook Consolidation"), an Illinois Not For Profit company, is the note holder secured by a mortgage commonly known as 7746 S. Eastend Avenue Chicago Illinois 60609 under a Mortgage dated December 31, 2012, made by Chicagoland Neighborhood Group LLC ("CNG") and recorded with the Cook County Recorder on Julie 28, 2013 as Document No. 1317916060. A copy of the Mortgage and Note is attached hereto as Exhibit A.

The Mortgage encumbers the property described on Exhibit B attached hereto and made a part hereof.

The Mortgage secures a Promissory Note made by George J. Copetas, in favor of Chicagoland Neighborhood Group L.C, originally dated December 31, 2012 and renewed, extended, modified, refinanced, consolidated, or substituted by a Promissory Note dated December 31, 2012 in the original principal amount of \$218,425.18 (the "Mortgage")

In consideration of Ten and 00/100 DOLLARS (\$ 10.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby grant, bargain, sell, assign, transfer and set over to National Association for Debt Education and Assistance. ('Assignee"), an Illinois Not For Profit company, the Note described herein.

It is expressly understood and agreed that this Assignment of Mortgage and Note is being made as is and is without recourse to, and without covenant or warranty expressed or implied by the Assignor whatsoever.

ASSIGNOR:

AAACOOK CONSOLIDATION DBA AAA COOK CONSOLIDATION INC

By:

Its:

ACCEPTED BY ASSIGNEE:

NATIONAL ASSOCIATION FOR DEBT EDUCATION & ASSISTANCE

Ito

Doc#: 1331710112 Fee: \$108.00 RHSP Fee: \$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds
Date: 11/13/2013 03:56 PM Pg: 1 of 14

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STATE OF ILLINOIS

### **UNOFFICIAL COPY**

ISS

COUNTY OF LOUK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that <u>JIML LOPETAS</u>, personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1 day of JULE . 2013.
Suedu tautel
NOTARY PUBLIC J
11.04.2014
Commission Expires  OFFICIAL SEAL  LEUEEN BAUTISTA  NOTARY PUBLIC, STATE OF ILLINOIS  MY COMMISSION EXPIRES 11-4-2014
STATE OF ILLINOIS
) SS.
COUNTY OF COUR )
COUNTY OF COUNTY
I. the undersigned, a Notary of Public in and said County, in the state aforesaid, DO HERLBY
CERTIF I that
whose names are subscribed to the foregoing instrument appeared before methy the ir parameters.
acknowledged that they signed, sealed and delivered the said instrument appears is before me this day in a sealed
and acknowledged that they signed, sealed and delivered the instrument as their free and columns and for the
uses and purposes therein set forth.
Given under my hand and official seal, this day of Jule 2013
Given under my hand and official seal, this day of 2013.
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NOTARY PUBLIC
OFFICIAL SEAL
Commission Expires: 11.04.2014  LEUEEN BAUTISTA NOTARY PUBLIC, STATE OF MILINOIS MY COMMISSION EXPIRES 11-4-2014

1331710112 Page: 3 of 14

# UNOFFICIAL CO

Illinois Anti-Predatory **Lending Database** Program

Certificate of Exemption



Doc#: 1317916060 Fee: \$54.00 RHSP Fee:\$9.00 RPRF Fee: \$1.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 06/28/2013 02:24 PM Pg: 1 of 9

Report Mortgage Fraud 800-532-8785

The property identified as:

PIN: 20-08-315-019-0000

Address:

1746 S. EASTEND

Street:

IZ South Dishop Stree

Street line 2:

City: Chicago

ZIP Code: 50609

City: Chicago.

Lender: AAA COOK COUNTY CONSOLIDATION acc.

Borrower: CHICAGOLAND NEIGHBORHOOD GROUP, LLC Lender: AAA COOK COUNTY CONSOLIDATION dba ATA COOK CONSOLIDATION, INC.

This property is located within the program area and is exempt from the requirements of 7.55 ILCS 77/70 et seq. because it is commercial property

Certificate number: 6E3DCBCA-9FB4-4D48-9A57-96BA9A94EA9E

Execution date: 12/31/2012

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#### MORTGAGE

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Editor - April 1990 Le

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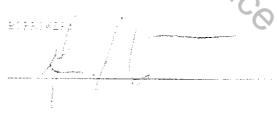
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- 18. ACCELERATION: REMEDIES. The sender shall question to the biddiser of all questions of the service state of any operand in this Section Destroyment, but not origin to appearance in this Section Destroyment, but not origin to appearance under Paragraphs 12 and 10 unless applicable law pointage interwise. The unities shall specify: Ta the default; a line action regulated to the origin to determine the origin of the paragraphs 12 and the default; a line action regulated to the origin of the origin of the state that the origin of the state of the state
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1331710112 Page: 10 of 14

## **UNOFFICIAL COPY**

STATE OF COOK (SS COONTY OF COOK (SS

I. Noney Muno? — a Notery Subirt in and for said tounty and state, do hereby destify thet beorge (note: Same Samelly known to me to be the same person whose hame is subscribed to the foregoing instrument, appeared nestre be this bay in person, and acknowledged the be signed and belivered the said instrument as his free and refurnishy act, for the uses and purposed inferences set into.

First index by many and lifticial seem this 31 day of December 14

OFF GV. SEAL R = GOOZ

Notary Public - Str/a of Hilmois
My Commission Expires (ar./ 19, 2016)

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#### **UNOFFICIAL COP**

#### **LEGAL DESCRIPTION**

LOT 16 IN BLOCK 23 IN SOUTHFIELD, BEING A SUBDIVISION OF BLOCKS 17, 18,19, 22, 23, 24, 25, 26, 27. 28, 29, 30, 31 AND 32 IN JAMES STINSON'S SUBDIVISION OF EAST GRAND CROSSING IN THE SOUTHWEST ¼ OF SECTION 25, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ADDRESS: 7746 SOUTH EAST END AVENUE, CHICAGO IL 60649

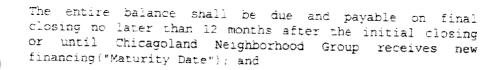


#### PROMISSORY NOTE

\$218,425.18

December 31, 2012

FOR VALUE RECEIVED, Chicagoland Neighborhood Group, LLC (the "Borrower"), hereby promises to pay to the order of AAA Cook County Consolidation dba AAA Cook Consolidation, Inc. (the "Lender"), in the manner provided hereinafter, the principal sum of Two Hundred Eighteen Thousand Four Rundred Twenty Five and Eighteen cents (\$218,425.18) Dollars with initial interest thereon at the rate of Four Percent (4.00%) Percent per annum. Such principal and interest shall be payable as follows:



Notwithstanding any provisions to the contrary, any payment not paid as provided herein shall bear interest after vacurity at the rate of **Eighteen Percent** (18.0%) Percent per year (the "Default Interest Rate").

Time is of the essence hereof.

All payments on account of the indebtedness represented by this Note shall be applied first to accruid and unpaid interest, then to costs, and the remainder to principal. Payments of both principal, interest and costs, if any, shall be made to AAA Cook Corsolidation, Inc., or such other place as the legal holder hereof may from time to time in writing appoint.

The Borrower reserves the right to prepay any amount due under this Note in whole or in part, at any time and from time to time, without penalty. Any such partial prepayment shall not postpone the due date of the remaining principal balance, unless the Lender hereof shall otherwise agree in writing.

This Note is secured by a Mortgage (the "Mort/age"; of even date herewith, encumbering certain real property of the Borrower, commonly known as 7746 South Bast End Avenue Chicago, Illinois, and more particularly described in the Mortgage. The terms of the Mortgage are incorporated herein and made part hereof as fully as if set forth at length.

It is agreed that upon occurrence of any of the following events of default under this Note (a \*Default\*):

- Default in the payment of principal when due in accordance with the terms hereof, which default continues for a period of ten (10) days; or
- Occurrence of a Prohibited Transfer (as defined in the Mortgage); or
- (iii) Default in the performance or observance of any other covenant or agreement of the Borrower contained herein,

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#### **UNOFFICIAL COPY**

which default continues for a period of ten (10) days; or

(iv) Occurrence of any Default under the Mortgage (as defined therein) or if the right to foreclose the Mortgage shall accrue to the Lender;

then, at any time thereafter, at the election of the Lender or holders hereof and without notice to the Borrower, the principal sum remaining unpaid hereon, together with accrued interest thereon, shall become at once due and payable at the place of payment as aforesaid, and any accrued and unpaid principal, interest and costs shall become immediately due and payable and, thereafter, each of said amounts shall bear interest at the Default Interest Rate. Thereafter, the Lender may proceed to foreclose the Mortgage, to exercise any other rights and remedies available to Lender under the Mortgage and to exercise any other rights and remedies against the Borrower or with respect to this Note which the Lender may have at law, in equity or otherwise.

All costs and expenses incurred by, or on behalf of, the bender (including without limitation attorneys' fees and expenses) which are occasioned by Default by the Borrower hereunder shall become immediately due and payable, shall bear interest at the Default Interest Rate from the date incurred until paid, and shall become additional indebtedness evidenced by this Note. After the occurrence or existence of Default, the Lender may institute, or cause to be instituted, proceedings for the realization of its rights under this Note and/or the Aortgage.

The rights and remedies of the Lender as provided in this Note shall be cumulative and concurrent, and may be pursued singly, successively, or together against the Borrower and any other funds, property and security held by the Lender for the payment hereof or otherwise at the sole discretion of the Lender. The failure to exercise any right or remedy shall in no event be construed as a waiver or release of said right or remedy or of the right to exercise them at any later time.

The Borrower waives diligence, presentment, plotest and demand, and also notice of protest, of demand, of nonpayment, of distoner and of maturity and also recourse to suretyship defenses generally. Further, the Borrower hereby consents to any and all renewals, extensions or modifications of the terms hereof, including time of payment, and further agrees, that any such renewal, extension or modification of the terms hereof or the release or substitution of any security for the indebtedness evidenced leasing or any other indulgences shall not affect the liability of the Borrower for the indebtedness evidenced by this Note.

Whenever used herein, the words the "Borrower" and the "Lender" shall be deemed to include their respective heirs, legal representatives and successors in interest.

This Note shall be governed by the laws of the State of Illinois, which laws shall also govern and control the construction, enforceability, validity and interpretation of this Note. Every provision hereof is intended to be severable. If any clause, phrase, provision or portion of this Note or the application thereof is determined by a court of competent jurisdiction to be invalid or unenforceable under applicable law, the remaining clauses,

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unimalia or unardorteacle under applicacle law, the remaining blacker, smisser, corrustions and printions of this Note shall not be appeared or impaired thereby, but team such temaining clause, pricee, provision or testion small be mailed and enforceable to the fullest extent permitted by Laww.

Any notice, communication or demand required or permitted under this Gode shall be un writing. Any such notare, rithoutposture is demand shall be desped to have been only gaven or served of believeded by personal service of semu ny negretaran'iliverhitian manu, peturo medelan leguesten, da the pasty to which of is prested to the promotpal pusiness itiation in case porty.

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