MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

THIS MOR FGAGE AND LOAN DOCUMENT ASSIGNMENT is dated October 25, 2013 between TCF National Bank, a national banking association ("Assignor"), with an address at 11100 Wayzata Blvd., Suite 600, Minnetonka, MN 55305, and Great Southern Bank, a Missouri state chartered trust company ("Assignee"), with an address at 1451 E. Battlefield, Springfield, MO 65804.

This Mortgage and Loan Document Assignment is being executed and delivered pursuant to that certain Loan Sale Agreement dated as of October 25, 2013, (the "Loan Sale Agreement") between Assignor and Assignee. All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Loan Sale Agreement.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Assignor does hereby, through its duly appointed and authorized officers and/or representatives, sell, transfer, assign, deliver, set over and convey to Assignee, its successor and assigns, the following (collectively, the "Loan Documents"):

- 1. That certain Commercial Mortgage Revolving Note dated November 17, 2008 executed by the Salvatore Evola Testamentary Family Trust and the Rose Evola Revocable Trust dated October 21, 2003 ("Borrower"), in favor of TCF National Bank, a national banking association ("Original Lender") in the original principal amount of \$300,000.00, together with all sums of money due and to become due thereon, as amended by that First Note Modification Agreement dated November 15, 2010 between Borrower and Lender, as further amended by that Second Note Modification Agreement dated November 15, 2011 between Borrower and Lender, and as further amended by that Third Note Modification Agreement dated November 15, 2012 between Borrower and Lender;
- 2. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 17, 2008, executed by Salvatore Evola Testamentary Family Trust and Salvatore Evola, Jr., as successor Trusteee to the Rose Evola Revocable Trust dated October 21, 2003 for the benefit of Original Lender, and recorded as Document No. 0833733008 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on December 2, 2008, as amended by that certain First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement

1400306013 Page: 2 of 5

UNOFFICIAL COPY

dated November 15, 2010, executed by Salvatore Evola Testamentary Family Trust and Salvatore Evola, Jr., as successor Trustee to the Rose Evola Revocable Trust dated October 21, 2003 for the benefit of Original Lender, and recorded as Document No. 1034433049 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on December 10, 2010, as amended by that certain Second Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 15, 2011, executed by Salvatore Evola Testamentary Family Trust and Salvatore Evola, Jr., as successor Trustee to the Rose Evola Revocable Trust dated October 21, 2003 for the benefit of Original Lender, and recorded as Document No. 1200942092 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on January 9, 2012, as amended by that certain Third Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated November 15, 2012, executed by Salvatore Evola Testamentary Family Trust and Salvatore Evola, Jr., as successor Trustee to the Rose Evola Revocable Trust dated October 21, 2003 for the benefit of Original Lender, and recorded as Document No. 1235235066 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on December 17, 2012 (the "Mortgage"); and

such Loan Documents relating and pertaining to the real property located within Cook County, Illinois, further described on Exhibit A to this Mortgage and Loan Document Assignment;

TO HAVE AND TO HOLD unto Assignee, its successors and assigns, forever, the Loan Documents, together with all and singula: the rights and privileges thereunto in any wise belonging, other than any rights, claims or actions. Assignor may have against any entity from which Assignor shall have acquired its interest in any of the Loan Documents, its officers, directors, employees, agents and insiders.

Assignee hereby assumes all obligations of Assigner under all of the above-referenced Loan Documents accruing from and after the date hereof.

This Assignment is made without recourse and without any representation or warranty of any kind whatsoever, express or implied, or by operation of law, except to the extent that and only for so long and any representation or warranty specifically set forth in the Loan Sale Agreement survives the Closing. Assignee's remedies upon a breach by Assignor of any such representation or warranty are limited solely to those remedies of Assignee expressly set forth in the Loan Sale Agreement.

IN WITNESS WHEREOF, this Mortgage and Loan Document Assignment is hereby executed as of this 25th day of October, 2013.

ASSIGNOR:

TCF NATIONAL BANK

By:

Barbara M De Vahl

Print Name: Barbara M Se Vahl

Lie President Its:

1400306013 Page: 3 of 5

UNOFFICIAL COPY

STATE OF HLLINOIS)

COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that <u>Source Market</u>, as Vice President, of TCF National Bank, a national banking association, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged to me that they, being duly authorized, signed and delivered said instrument as the free and voluntary act of said association for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 21th day of November, 2013

Notary Public

October Columnia Clark's Office

1400306013 Page: 4 of 5

UNOFFICIAL COPY

ASSIGNEE:

GREAT SOUTHERN BANK

By:

Print Name: Ryan Storey

Its:

Loan Administration Manager

STATE OF MISSOURI

)ss

COUNTY OF GREENE

On this Java of November, 2013 before me personally appeared Ryan Storey to me personally known, who being duly sworn, did say that he is Loan Administration Manager, that the seal affixed to this instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and the said Loan Administration Manager acknowledged said instrument to the be free act and deed of said corporation.

In Testimony Whereof, I have hereunt set my hand and affixed by official seal, at my office in Springfield, Missouri the day and year first above written.

My Commission Expires: 1/4/17

Michelle A. Hinkle Notary Public

SOME OFFICE

MICHELLE A. HINKLE Notary Public - Notary Sect STATE OF MISSOURI Greene County

My Commission Expires Jan. 4, 2017 Commission #12720769

1400306013 Page: 5 of 5

UNOFFICIAL COPY

EXHIBIT A

LEGAL DESCRIPTION

LOTS 22 AND 23 IN NORDICA BUILDING CORP. SUBDIVISION, A SUBDIVISION OF THE NORTH HALF OF THE SOUTH HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

COMMONLY KNOVIN AS: 8532-8536 W RASCHER, CHICAGO IL 60656

1-12.
COOK COUNTY CIENTS OFFICE P.I.N.: 12-11-120-022-0000 & 12-11-120-023-0000

This Instrument was prepared by:

TCF National Bank (saf) 11100 Wayzata Blvd. Suite 600 Minnetonka, MN 55305 Reference 106846

After Recording Return to: Great Southern Bank PO Box 1370 Springfield, MO 65801