### MORTGAGE AND LOAN DOCUMENT ASSIGNMENT

THIS MOP IGAGE 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 (\$16.00) 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 Installment Note dated June 16, 2008 executed by Louie A. Kritikos, Allison Kritikos and Albany Bank and Trust Company N. A., as Trustee, under Trust Agreement dated December 16, 1998 and known as Trust Number 11-5483 (collectively "Borrower"), in favor of TCF National Bank, a national banking association ("Original Lender") in the original principal amount of \$600,000.00, as amended by that certain Amended and Restated Commercial Mortgage Installment Note dated August 15, 2012 executed by Borrower in favor of Original Lender, together with all sums of money due and to become due thereon;
- 2. That certain Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated June 16, 2008, executed by Albany Bank and Trust Company N.A., as Trustee, under Trust Agreement dated December 16, 1998 and known as Trust Number 11-5483 for the benefit of Original Lender, and recorded as Document No. 0817233118 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on June 20, 2008, as amended by that First Amendment to Commercial Mortgage, Assignment of Rents, Security Agreement and Financing Statement dated August 15, 2012, executed by Albany Bank and Trust Company N.A., as Trustee, under Trust Agreement dated December 16,

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1998 and known as Trust Number 11-5483 for the benefit of Original Lender, and recorded as Document No. 1224910098 in the official records of the office of the County Recorder of Deeds in and for Cook County, Illinois, on September 5, 2012 (the "Mortgage"); and

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 singular 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 Assignor under all of the above-referenced Loan Documents accraing 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 so six to those remedies of Assignee expressly set forth in the Loan Sale Agreement.

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

**ASSIGNOR:** 

TCF NATIONAL BANK

By:

Print Name: <u>Barbara M DeVah</u>

Its:

STATE OF ELLINOIS)

DIMNISTA

COUNTY OF COCK

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that <u>Devalo</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.

Notary Public

Given under my hand and Notarial Seai this

day of November, 2013

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My Commission Expires January 31, 2015

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# **UNOFFICIAL COPY**

**ASSIGNEE:** 

GREAT SOUTHERN BANK

By:

Print Name: Ryan Storey

Its:

Loan Administration Manager

STATE OF MISSOURI

)ss

COUNTY OF GREENE

December

On this 19th day 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

Office

MICHELLE A. H. NKLF.
Notary Public — Notary Scot
STATE OF MISSOUF!
Greene County
My Commission Expires Jan. 4, 201/
Commission #12720769

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#### EXHIBIT A

#### LEGAL DESCRIPTION

LOTS 17 AND 18 IN BLOCK 3 IN DEVON-WESTERN ADDITION TO ROGERS PARK, A SUBDIVISION OF LOTS 1 TO 24 IN FABER'S SUBDIVISION OF SOUTH 6 CHAINS OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 41 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

OMMONLY KNO HAMILTON AVENUE,

P.I.N.: 11-31-317-025-0000