

# UNOFFICIAL COPY

PREPARED BY AND WHEN  
RECORDED RETURN TO:

Pedersen & Houpt  
161 N. Clark Street  
Suite 3100  
Chicago, Illinois 60601  
Attn: Herbert J. Linn



Doc#: 1411319148 Fee: \$50.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/23/2014 04:25 PM Pg: 1 of 7

PERMANENT INDEX NUMBERS:

25-32-215-002-0000  
25-32-215-003-0000  
25-32-215-005-0000

PROPERTY ADDRESS:

13100 S. Halsted Street  
Riverdale, Illinois 60827

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## ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

This Assignment of Loan Documents (this "Assignment") is made as of April 17, 2014, between ROBERT J. BOBB ("Assignor"), and PARKSIDE CAPITAL, LLC, an Illinois limited liability company ("Assignee").

A. Assignor entered into certain loan and security agreements in connection with the making of (i) a loan (the "First Loan") in the original principal amount of Two Hundred Thousand Dollars (\$200,000) (the "First Loan Amount") to John Thomas ("Borrower") and (ii) a second loan (the "Second Loan" and together with the First Loan, the "Loans") in the original principal amount of Fifty Thousand Dollars (\$50,000) (the "Second Loan Amount") to Borrower.

B. The documents executed in connection with the Loans include, without limitation, the following:

(i) Promissory Note, dated August 31, 2011, signed by Borrower in favor of Assignor, in the original principal amount of the First Loan Amount (the "First Note").

(ii) Promissory Note, dated September 14, 2012, signed by Borrower in favor of Assignor, in the original principal amount of the Second Loan Amount (the "Second Note").

(iii) Mortgage, Security Agreement and Financing Statement, dated August 31, 2011 and recorded on September 9, 2011 as Document No. 1125212151, in the Office of

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the Cook County, Illinois Recorder of Deeds (the "Recorder's Office"), made by Nosmo Kings, LLC, an Illinois limited liability company ("Nosmo"), as mortgagor, to Assignor, as mortgagee, granting a lien in favor of Assignor with respect to certain parcels of real estate located in Riverdale, Cook County, Illinois, as more specifically described in Exhibit A attached hereto and all buildings, structures and improvements located thereon, including all fixtures, appliances and equipment (the "Mortgage").

(iv) Assignment, Pledge and Security Agreement, dated as of August 31, 2011, signed by Borrower in favor of Lender, covering all the membership interests in Nosmo (the "Security Agreement").

(v) Deed in Lieu of Foreclosure Agreement, dated as of September 14, 2012, among Borrower, Nosmo and Assignor (the "Deed in Lieu Agreement").

(collectively, the aforesaid documents, together with any and all other documents executed in connection with the aforesaid documents and the Loans, are referred to herein as the "Loan Documents").

C. Assignor intends to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in the Loan Documents.

NOW, THEREFORE, in consideration of the premises, the parties hereby agree as follows:

1. Assignment of the Notes. Assignor agrees to endorse over to Assignee (a) the First Note pursuant to that certain Allonge to Promissory Note (First Note), dated as of the date hereof, and (b) the Second Note pursuant to that certain Allonge to Promissory Note (Second Note), dated as of the date hereof.

2. Assignment of the Mortgage. Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in the Mortgage, together with all sums now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all powers, covenants and provisions therein contained.

3. Assignment of the Loan Documents. Assignor hereby assigns, transfers and sets over unto Assignee, and Assignee hereby accepts from Assignor, all of Assignor's right, title and interest in the Security Agreement, the Deed in Lieu Agreement and any and all other Loan Documents not specifically referenced in this Assignment, together with all sums now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all powers, covenants and provisions therein contained.

4. Binding Effect. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Illinois.



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## EXHIBIT A

### LEGAL DESCRIPTION

#### PARCEL 1:

THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 (EXCEPT THE EAST 50 FEET THEREOF) OF SECTION 32 NORTH OF THE INDIAN BOUNDARY IN TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT TN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION AND RUNNING THENCE WESTERLY ON A LINE WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE EAST LINE OF SAID SECTION, FOR A DISTANCE OF 100.06 FEET TO A POINT; THENCE NORTH PARALLEL WITH SAID EAST LINE OF SAID SECTION, A DISTANCE OF 10 FEET; THENCE WESTERLY ON A LINE PARALLEL WITH SAID LAST DESCRIBED LINE FOR A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO THE EAST LINE OF SAID SECTION, A DISTANCE OF 30 FEET; THENCE WESTERLY ON A LINE WHICH IS PARALLEL WITH SAID FIRST DESCRIBED LINE TO THAT POINT OF INTERSECTION OF SAID LINE WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG THE WEST LINE TO THE CENTER OF THE LITTLE CALUMET RIVER; THENCE EASTERLY ALONG THE CENTER LINE OF SAID RIVER TO THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 32 TO THE POINT OF BEGINNING, IN COOK COUNTY ILLINOIS.

EXCEPT THAT PART OF PARCEL 1, DESCRIBED AS FOLLOWS: THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE NORTH 02 DEGREES 36 MINUTES 56 SECONDS WEST, DISTANCE OF 353.77 FEET; ALONG THE EAST LINE OF SAID QUARTER SECTION, THENCE SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HALSTED STREET PER DOCUMENT NO. 11113010, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET; THENCE NORTH 02 DEGREES 36 MINUTES 04 SECONDS WEST, A DISTANCE OF 60.00 FEET, THENCE 87 DEGREES 23 MINUTES 04 SECONDS WEST, A DISTANCE OF 13.00 FEET, THENCE SOUTH 02 DEGREES 36 MINUTES 56 SECONDS EAST A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

(THE ABOVE PARCEL REFERRED TO AS PARCEL "A" IN THE FOLLOWING EASEMENT DESCRIPTIONS BEING A PART OF THIS PARCEL I)

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PARCEL 1A:

EASEMENT FOR THE BENEFIT OF PARCEL "1" AFORESAID, AS CREATED BY A GRANT FROM RIVERSIDE SUPPLY COMPANY TO ACME PETROLEUM COMPANY RECORDED MARCH 1, 1950, AND RECORDED APRIL 12, 1950, AS DOCUMENT NUMBER 14774924 FOR RIGHT OF WAY FOR INGRESS AND EGRESS TO PARCEL "A" AFORESAID, CONSISTING OF A ROADWAY NOT LESS THAN 15 FEET IN WIDTH RUNNING ALONG THE SOUTH END OF THE FOLLOWING DESCRIBED TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT:

ALSO

A PERMANENT RIGHT OF WAY OF 24 FEET IN WIDTH RUNNING FROM SAID RIGHT OF WAY ABOVE DESCRIBED IN A GENERALLY NORTHERLY DIRECTION (OVER THE PRESENT SCALES) TO PARCEL "A" ALONG A RIGHT OF WAY THE CENTER LINE WHICH IS 98 1/2 FEET WEST OF THE EAST LINE OF SECTION 32, AFORESAID;

ALSO

A RIGHT OF WAY OF 15 FEET FROM THE RIGHT OF WAY FIRST DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, THE CENTER LINE OF WHICH IS 307 1/2 FEET WEST OF THE EAST LINE OF SECTION 32 AFORESAID;

ALSO

A RIGHT OF WAY 15 FEET IN WIDTH FROM THE RIGHT OF WAY FIRST ABOVE DESCRIBED IN A NORTHERLY DIRECTION TO PARCEL "A" AFORESAID, ALONG THE WESTERLY END OF THE FOLLOWING TWO PARCELS HEREINAFTER REFERRED TO AS (1) AND (2) TAKEN AS ONE TRACT;

ALSO

A RIGHT OF WAY OF 15 FEET SOUTH OF AND ADJOINING THE SOUTH LINE OF PARCEL "A" AFORESAID (EXCEPT THE EAST 100 FEET AS MEASURED FROM THE EAST LINE OF SECTION 32 AFORESAID);

(1) THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THEREFROM THE EAST 50 FEET ALSO EXCEPT THAT PART FALLING IN PARCEL "A" AFORESAID)

(2) THAT PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (N OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

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BEGINNING AT THE NORTHEAST CORNER OF LOT 6 AFORESAID WHICH CORNER IS THE INTERSECTION OF THE EAST AND W2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE SOUTH ALONG THE EAST LINE OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 32, A DISTANCE OF 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 32, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY IN A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST FRACTIONAL 1/4 AFORESAID; THENCE EAST ALONG SAID LINE 580 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COUNTY OF COOK, STATE OF ILLINOIS, LYING SOUTH OF THE LITTLE CALUMET RIVER

## PARCEL 2A:

EASEMENT FOR THE BENEFIT OF PARCEL 2 AS CREATED BY EASEMENT AGREEMENT MADE BY AND BETWEEN ATHERTON FOUNDRY PRODUCTS, INCORPORATED, AN ILLINOIS CORPORATION, AND RIVERDALE TERMINAL CORPORATION, AN ILLINOIS CORPORATION, DATED JUNE 16, 1967, AND RECORDED JULY 20, 1967 AS DOCUMENT NUMBER 20202874 FOR INGRESS AND EGRESS OVER THE SOUTH 20 FEET OF THAT PART OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 LYING SOUTH OF THE CENTER LINE OF THE LITTLE CALUMET RIVER AND NORTH OF THE INDIAN BOUNDARY LINE OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO PART OF LOT 6 IN THE SUBDIVISION OF THE SOUTHWEST FRACTIONAL 1/4 (N OF THE INDIAN BOUNDARY LINE) OF SECTION 33, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTHEAST FRACTIONAL 1/4 (NORTH OF THE INDIAN BOUNDARY LINE) OF SECTION 32, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT IN THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 32, WHICH IS 2426.84 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION; AND RUNNING THENCE SOUTH ALONG SAID EAST LINE A DISTANCE OF 159.48 FEET TO THE NORTHEAST CORNER OF LOT 6 AFORESAID, WHICH CORNER IS THE INTERSECTION OF THE EAST AND WEST 1/2 SECTION LINE WITH THE EAST LINE OF SAID SECTION 32; THENCE CONTINUING SOUTH ALONG SAID EAST LINE A DISTANCE OF 15 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SOUTHEAST FRACTIONAL 1/4, A DISTANCE OF 164 FEET; THENCE NORTHWESTERLY ON A STRAIGHT LINE TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 WHICH IS 580 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHEAST FRACTIONAL 1/4; THENCE WEST ALONG SAID LINE A DISTANCE OF 82.04 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 32; THENCE NORTH ALONG

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SAID WEST LINE, A DISTANCE OF 102.06 FEET; THENCE EASTERLY ON A STRAIGHT LINE, THE EXTENSION OF WHICH FORMS A SOUTHWEST ANGLE OF 86 DEGREES 42 MINUTES 20 SECONDS WITH THE AFORESAID EAST LINE OF SAID NORTHEAST 1/4, FOR A DISTANCE OF 348.20 FEET; THENCE NORTH PARALLEL TO THE SAID EAST LINE A DISTANCE OF 30 FEET, THENCE EASTERLY ON A LINE WHICH IS PARALLEL WITH SAID LAST DESCRIBED EASTERLY COURSE, A DISTANCE OF 215 FEET; THENCE SOUTH PARALLEL TO SAID EAST LINE A DISTANCE OF 10 FEET; THENCE EASTERLY PARALLEL WITH SAID DESCRIBED EASTERLY COURSE A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING, EXCEPT THE EAST 50 FEET OF SAID SECTION 32, TAKEN AND USED FOR SOUTH HALSTED STREET, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THE EAST 1/2 OF THE WEST 1/2 (EXCEPT THE WEST 25 ACRES THEREOF) OF THE NORTHEAST 1/4 OF SECTION 32, NORTH OF THE INDIAN BOUNDARY LINE TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES, SOUTH OF THE LITTLE CALUMET RIVER, IN COOK COUNTY, ILLINOIS.

Tax Identification Numbers: 25-32-215-002-0000  
25-32-215-003-0000  
25-32-215-005-0000

Commonly Known As: 13100 S. Halsted Street, Riverdale, Illinois 60827