

# UNOFFICIAL COPY



## ASSIGNMENT OF MORTGAGE

Doc#: 1415655060 Fee: \$52.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 06/05/2014 02:35 PM Pg: 1 of 8

### PREPARED BY:

Dean R. Hedeker, Ltd.  
One Overlook Point, Suite 250  
Lincolnshire, IL 60069-4319

### WHEN RECORDED MAIL TO:

CONSOLIDATED COMMERCIAL  
PROPERTIES, LLC  
212 S. Milwaukee Avenue  
Wheeling, IL 60090

Property Address: 212 S. Milwaukee Avenue  
Wheeling, Illinois 60090

Permanent Index Numbers: 03-12-100-022-0000; 03-12-100-023-0000;  
03-12-100-024-0000; 03-12-100-025-0000;  
03-12-100-036-0000; 03-12-100-054-0000

Lender: Anna Chrzastowski

Borrower: Consolidated Commercial Properties, LLC

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## ASSIGNMENT OF MORTGAGE

This Assignment of Mortgage (the "Assignment") is made and entered into, effective as of April 1, 2013, by and between ANNA CHRZASTOWSKI, whose address is 2859 Shannon Court, Northbrook, Illinois 60062 (the "Assignor"), and EDWARD CHRZASTOWSKI, whose address is 212 South Milwaukee Avenue, Wheeling, Illinois 60090 (the "Assignee").

### WITNESSETH:

**WHEREAS**, the Assignor is the holder of that certain Mortgage, dated May 20, 2009, together with the debt and Note secured thereby, given by CONSOLIDATED COMMERCIAL PROPERTIES, LLC, an Illinois limited liability company (the "Mortgagor"), to secure a debt owed to the Assignor in the original principal amount of Five Hundred Twenty-Eight Thousand Dollars (\$528,000.00), which Mortgage was recorded in the Office of the Recorder of Deeds of Cook County, Illinois on November 13, 2009, as Document Number 0931705161, and which Mortgage encumbers and is a lien upon that certain real property located in Cook County, Illinois and legally described in Exhibit A, attached hereto and made a part hereof (the "Mortgage"); and

**WHEREAS**, the Assignor has the right to assign the Assignor's rights and interests under the Mortgage to another party; and

**WHEREAS**, the Assignor desires to assign the Mortgage, together with the Note and debt described therein, to the Assignee; and

**WHEREAS**, the Assignee desires to accept, receive and hold the Mortgage, together with the Note and debt described therein, from the Assignor.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00), paid by the Assignee to the Assignor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The Recitals to this Assignment are hereby incorporated into and made a part of this Assignment.
2. Transfer and Assignment by Assignor. The Assignor hereby grants, bargains, sells, transfers, conveys and assigns to the Assignee, and to his heirs, executors, successors and assigns forever, all of the Assignor's right, title and interest in, under and pursuant to the Mortgage, together with the Note and debt secured thereby, and the money due and to become due thereon, with interest, and any and all rights accrued or to accrue under the Mortgage, subject only to the terms and conditions of the Mortgage.
3. Acceptance by Assignee. The Assignee hereby accepts the foregoing assignment on the terms and conditions set forth in this instrument.

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4. Representations of Assignor. The Assignor represents and warrants to the Assignee as follows: (a) the Assignor is the present holder of the Mortgage, and there are no other holders of the Mortgage or any interest therein; (b) the Assignor has not assigned, pledged, encumbered or otherwise transferred her interest in the Mortgage; and (c) the Mortgagor is not in default of the Mortgage or of the Note and debt secured thereby.

5. Further Assurances. The parties hereto covenant and agree to execute such further instruments and take such further action as may be reasonably required by either party to fully effectuate the terms and provisions of this Assignment and the transactions contemplated herein.

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

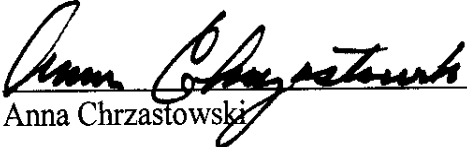
7. Binding Effect. All of the terms and provisions contained herein will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

**[SIGNATURE PAGE TO FOLLOW]**


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IN WITNESS WHEREOF, the parties have executed this Assignment on April 1, 2013.

ASSIGNOR:

  
\_\_\_\_\_  
Anna Chrzastowski

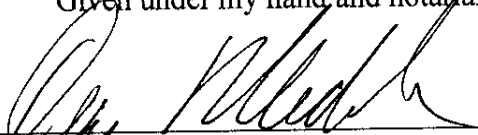
ASSIGNEE:

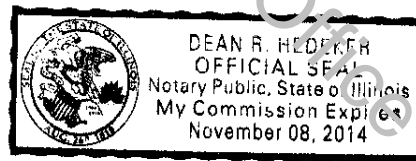
  
\_\_\_\_\_  
Edward Chrzastowski

STATE OF ILLINOIS     )  
  )  
  ) ss.  
COUNTY OF LAKE     )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that ANNA CHRZASTOWSKI and EDWARD CHRZASTOWSKI, who are 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 and delivered such instrument as their own free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and notarial seal on April 1, 2013.

  
\_\_\_\_\_  
Notary Public



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## EXHIBIT A

### LEGAL DESCRIPTION

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## PARCEL 1:

LOTS 29 AND 30 IN JOSEPH L. MCDUFFIE'S SUBDIVISION TO WHEELING, BEING PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF DATED SEPTEMBER 6, 1852, AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, IN BOOK OF PLATS 49, PAGE 2, AND RE-RECORDED MARCH 23, 1882, IN BOOK 17 OF MAPS, PAGE 2, EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF SAID LOT 29; THENCE SOUTHWESTERLY 53.11 FEET ALONG THE NORTHWESTERLY LINE OF SAID LOT 29 AN ASSUMED BEARING OF SOUTH 52 DEGREES, 22 MINUTES, 27 SECONDS WEST; THENCE SOUTH 38 DEGREES, 03 MINUTES, 43 SECONDS EAST, 80.52 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 30; THENCE NORTH 52 DEGREES, 22 MINUTES, 27 SECONDS EAST, 52.87 FEET ALONG THE SOUTHEASTERLY LINE OF SAID LOT 30 TO THE MOST EASTERLY CORNER THEREOF; THENCE NORTH 37 DEGREES, 53 MINUTES, 22 SECONDS WEST, 80.52 FEET, TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF LOT 30 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID MCDUFFIE'S SUBDIVISION, BEING A LINE 180 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 80 FEET MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LOT 29 IN SAID MCDUFFIE'S SUBDIVISION; THENCE SOUTHWESTERLY ON THE NORTHWEST LINE OF SAID LOT 29, EXTENDED SOUTHWESTERLY A DISTANCE OF 16 FEET TO OLD FENCE LINE; THENCE SOUTHEASTERLY ALONG OLD FENCE LINE AND PARALLEL WITH THE SOUTHWEST LINE OF MCDUFFIE'S SUBDIVISION 80 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 30 IN MCDUFFIE'S SUBDIVISION, 80 FEET SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 30, A DISTANCE OF 16 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

## PARCEL 3:

LOTS 31 AND 32 AND 33 (EXCEPT THAT PART OF SAID LOT DESCRIBED AS COMMENCING IN THE CENTER LINE OF THE CHICAGO AND

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MILWAUKEE ROAD WHERE SAID CENTER LINE INTERSECTS THE SOUTH LINE OF LOT 33 AFORESAID EXTENDED EAST; THENCE WEST 188.56 FEET; THENCE NORTHEASTERLY 154 FEET TO THE CENTER LINE OF SAID ROAD; THENCE SOUTHEASTERLY 137 FEET TO THE POINT OF BEGINNING) AND EXCEPT THAT PART TAKEN FOR MILWAUKEE AVENUE IN CONDEMNATION CASE 94L-50724, ALL IN MCDUFFIE'S SUBDIVISION OF PART OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

## PARCEL 4:

THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT 28 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 7, 1852, AS DOCUMENT 37003 AND RE-RECORDED MARCH 23, 1882, AS DOCUMENT 283023; THENCE SOUTHWESTERLY ON THE NORTHWESTERLY LINE OF SAID LOT 28 EXTENDED SOUTHWESTERLY TO THE NORTHEAST CORNER OF LOT 11 IN PETAN'S SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11 AND PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977, AS DOCUMENT 23850670; THENCE SOUTH 35 DEGREES, 52 MINUTES, 45 SECONDS EAST 130.20 FEET ALONG THE NORTHEASTERLY LINE OF SAID LOT 11 IN PETAN'S SUBDIVISION TO A CORNER OF SAID LOT 11; THENCE SOUTH 0 DEGREES, 01 MINUTES, 54 SECONDS WEST 61.55 FEET ALONG THE EAST LINE OF SAID LOT 11 IN PETAN'S SUBDIVISION EXTENDED SOUTHERLY TO THE LINE OF MORS FARM SYNDICATE SUBDIVISION UNIT 1, A SUBDIVISION OF PART OF THE NORTHEAST  $\frac{1}{4}$  OF SECTION 11 AND NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 8, 1927, AS DOCUMENT 9771523 AND SAID NORTH LINE EXTENDED EAST OF THE SOUTHWESTERLY CORNER OF LOT 33 IN MCDUFFIE'S SUBDIVISION DESCRIBED AFORESAID; THENCE EAST ALON SAID NORTH LINE EXTENDED EAST TO THE SOUTHWESTERLY CORNER OF SAID LOT 33; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY AVENUE OF MCDUFFIE'S SUBDIVISION TO THE POINT OF BEGINNING (EXCEPT THEREFROM THAT PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 12, TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWESTERLY CORNER OF SAID LOT 30 IN MCDUFFIE'S SUBDIVISION OF PARTS OF SECTIONS 1, 2, 11 AND 12,

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TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID MCDUFFIE'S SUBDIVISION, BEING A LINE 180 FEET SOUTHWESTERLY OF AND PARALLEL WITH THE CENTER LINE OF MILWAUKEE AVENUE, 80 FEET, MORE OR LESS, TO THE NORTHWESTERLY CORNER OF LOT 29 IN SAID MCDUFFIE'S SUBDIVISION; THENCE SOUTHWESTERLY ON THE NORTHWEST LINE OF SAID LOT 29, EXTENDED ALONG OLD FENCE LINE AND PARALLEL WITH THE SOUTHWEST LINE OF MCDUFFIE'S SUBDIVISION, 80 FEET, MORE OR LESS, TO THE SOUTHWESTERLY LINE OF LOT 30 IN MCDUFFIE'S SUBDIVISION, EXTENDED SOUTHWESTERLY; THENCE NORTHEASTERLY ALONG THE EXTENSION OF THE SOUTHEASTERLY LINE OF SAID LOT 30, A DISTANCE OF 16 FEET, TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Property Address: 212 S. Milwaukee Avenue  
Wheeling, Illinois 60090

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