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AFTER RECORDING RETURN TO:

BARNETT RUTTENBERG, ESQ.
MARC REALTY
824 JUDSON AVE.
HIGHLAND PARK, IL 60035



Doc#: 1512819143 Fee: \$46.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/08/2015 02:50 PM Pg: 1 of 5

Property Address:
3854 North Greenview
Chicago, Illinois

COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS

THIS COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER DOCUMENTS (this "Assignment") is made as of the 23rd day of April, 2015 by PHDS ACQUISITION LLC, an Illinois limited liability company ("Assignor"), whose address is 180 North Michigan Avenue, Suite 510, Chicago, Illinois 60601, to NW LOAN LLC, an Illinois limited liability company, and GERALD NUDO, whose address is c/o of Marc Realty, 55 East Jackson, Suite 500, Chicago, Illinois 60604 ("Lender").

AGREEMENT:

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Assignor and Lender agree as follows:

1. **Assignment.** Subject to the terms and conditions of the Loan Documents (as hereinafter defined), Assignor hereby assigns to Lender all of Assignor's right, title and interest in and to that certain Mortgage dated as of September 1, 2010 and recorded on November 30, 2010 with the Cook County, Illinois Recorder of Deeds as document number 1033404031 and other security documents described therein made by Frank Talbert and Noemi Talbert ("Original Borrower") in favor of Assignor, as successor to Inland Bank and Trust, creating a mortgage lien on certain real property legally described on Exhibit A attached hereto (the "Mortgage"), and including, without limitation, to the extent they exist, all of Assignor's right, title and interest in any claims, collateral, UCC financing statements, security agreements, insurance policies, title insurance policies, certificates of deposit, letters of credit, escrow accounts, pledge agreements, engineering reports, environmental reports and assessments, guarantees, demands, causes of action and any other collateral from and/or against Original Borrower and/or executed and/or delivered in or to or with respect to the Mortgage, together with any other agreements, documents, or instruments executed and/or delivered in connection with the Mortgage. This Assignment is a collateral assignment as security for the performance of the obligations of Assignor under certain loan documents dated of even date herewith, as amended from time to time, entered into by and between Lender and Assignor with respect to a certain loan ("Loan") in the principal amount of Six Hundred Fifty Thousand

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and 00/100 Dollars (\$650,000.00) and reimbursement obligations ("Reimbursement Obligations") in the amount of up to Two Hundred Seventy Thousand and 00/Dollars (\$270,000) which Loan and Reimbursement Obligations are secured by, among other things, this Assignment and certain promissory notes, agreements, guaranties and other documents dated of even date herewith from Assignor to Lender ("Loan Documents"). Lender acknowledges that Assignor shall be entitled to receive the payments for the obligations secured thereby until an event of default under the Loan Documents occurs. From and after a default under the Loan Documents, Lender shall be entitled to all such payments and Assignor shall have no further rights with respect to same, in which event Assignor shall hold in trust for Lender any payments which it receives and shall promptly forward same to Lender.

2. **No Amendment.** Assignor represents and warrants that the Mortgage has not been amended or modified. Assignor further represents and warrants that it is the owner and holder of the Mortgage and has not pledged, assigned or otherwise encumbered the Mortgage, except to Lender and the junior security interest granted to Todd Bryant. Assignor covenants and agrees that it will not amend or modify the Mortgage without the Lender's prior written consent.

3. **No Obligation.** Notwithstanding Lender's rights hereunder, Lender shall not be obligated to perform, and Lender does not undertake to perform, any obligation, duty or liability with respect to the Mortgage or any of the property encumbered thereby on account of this Assignment. Lender shall have no responsibility on account of this Assignment for the control, care, maintenance or repair of any of the property encumbered by the Mortgage or for any waste committed on any of the property encumbered by the Mortgage, for any dangerous or defective condition of any of the property encumbered by the Mortgage, or for any negligence in the management, upkeep, repair or control of any of the property encumbered by the Mortgage.

4. **No Waiver.** The exercise or non-exercise by Lender of the rights granted in this Assignment by Lender or its agent shall not be a waiver of any default by Assignor under this Assignment or any other Loan Document. No action or failure to act by Lender with respect to any obligations of Assignor under the Loan Documents, or any security or guaranty given for the payment or performance thereof, shall in any manner affect, impair or prejudice any of Lender's rights and privileges under this Assignment, or discharge, release or modify any of Assignor's duties or obligations hereunder.

5. **Term.** This Assignment shall continue in full force and effect until (a) all amounts due under the Loan Documents are paid in full, and (b) all other obligations of Assignor under the Loan Documents are fully satisfied.

6. **Liability of Lender.** Lender shall not in any way be liable to Assignor for any action or inaction of Lender, its employees or agents under this Assignment, except as a result of Lender's intentional misconduct.

7. **Indemnification.** Assignor shall indemnify, defend and hold harmless Lender from and against all liability, loss, damage, cost or expense which it may incur under this Assignment, or under the Mortgage, including any claim against Lender by reason of any alleged obligation, undertaking, action, or inaction on its part to perform or discharge any terms, covenants or conditions of the Mortgage, and including attorneys' fees and expenses. Any amount covered by this indemnity shall be payable on demand, and shall bear interest from the date of demand until the same is paid by Assignor to Lender at the rate applicable to the Loan during an Event of Default under the Loan Documents).

8. **Modification.** This Assignment may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of such change is sought.

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9. **Successors and Assigns.** This Assignment shall inure to the benefit of Lender and its successors and assigns and shall be binding on Assignor and its successors and assigns.

10. **Governing Law.** This Assignment has been executed and given by Assignor and delivered to and accepted by Lender in the State of Illinois and shall be governed by and construed and enforced in accordance with the laws of the State of Illinois.

11. **Remedies.** Upon the occurrence of an event of default under the Loan Documents, Lender shall be entitled to exercise any and all of its rights and remedies under the Loan Documents with respect to the Mortgage and any rights or remedies that Lender may have at law or in equity.

[Remainder of page intentionally left blank – signature page follows]

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IN WITNESS WHEREOF, this Collateral Assignment of Mortgage, Deed of Trust and Other Documents is executed by Assignor as of the date first above written.

ASSIGNOR:

PHDS ACQUISITION LLC,
an Illinois limited liability company

By: PHDS Management LLC, its manager

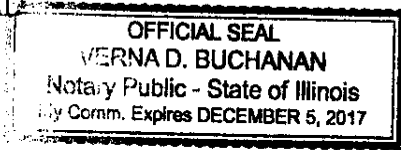
By: _____
 Name: Todd Bryant
 Title: Manager

STATE OF Illinois)
)
 COUNTY OF COOK) 55

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Todd Bryant as manager of PHDS Management LLC which is the manager of PHDS Acquisition LLC, an Illinois limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument as Manager of the Company, appeared before me this day in person and acknowledged that he signed, sealed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of April 2015.

SEAL:



Verna D. Buchanan
 Notary Public

This document was prepared by and after recording mail to:

Harold S. Dembo, Esq.
 Much Shelist
 191 North Wacker Drive, Suite 1800
 Chicago, Illinois 60606

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EXHIBIT A

Legal Description

THE SOUTH 30.00 FEET OF THE NORTH 60.00 FEET OF LOTS 6 AND 7, TAKEN AS A TRACT IN BLOCK 6 OF LAKE VIEW HIGH SCHOOL SUBDIVISION IN THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 14-20-105-0-8-0000

Common Address: 3854 North Greenview Avenue, Chicago, Illinois

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