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## ASSIGNMENT OF LOAN AND RELATED DOCUMENTS AND RIGHTS

THIS ASSIGNMENT OF LOAN AND RELATED DOCUMENTS AND RIGHTS (this "Assignment"), is made and effective as of the 18th day of August, 2014, by and between FIFTH THIRD BANK, an Ohio banking corporation ("Assignor") and Dorado Group LLC, an Illinois limited liability company ("Assignee").

WHEREAS, Assignee is purchasing all of Assignor's right, title and interest in the loan evidenced by the promissory notes listed on Exhibit 1 hereto (the "Loan") and the Loan Documents (as defined in the Loan Agreement referred to in Exhibit 1 hereto (collectively, the "Loan and Security Documents");

WHEREAS, Assignor desires to sell, and Assignee desires to acquire, all of Assignor's right, title and interest in and to, the Loan and the Loan and Security Documents;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby covenant and agree as follows:

Assignor hereby irrevocably and unconditionally sells, transfers, assigns, delivers, sets-over and conveys all right, title and interest of Assignor in and to the Loan and all of the Loan and Security Documents. Assignor represents and warrants that it has not previously transferred, sold or assigned the Loan or Loan and Security Documents. This Assignment is made on an "as-is, where-is" basis by Assignor, without any representations or warranties by Assignor of any kind whatsoever, and without any recourse to Assignor of any kind whatsoever.

Assignee hereby purchases, and accepts the assignment of, the Loan and the Loan and Security Documents from Assignor, effective as of the date hereof.

This Assignment and the rights and obligations of the parties hereunder shall be construed in accordance with the laws of the State of Illinois applicable to contracts negotiated, made and to be performed entirely within such state. Each party hereby irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Assignment.

This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Except as provided herein, none of the provisions of this Assignment shall be for the benefit of or enforceable by any person not a party hereto.

Wherever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment.

To the extent that Assignor receives any payments or proceeds of collateral related to the Loan or Loan and Security Documents after the date hereof, Assignor will promptly remit the same to Assignee.

Assignor will execute and deliver such additional documentation as Assignee may reasonably request to effectuate or confirm this sale and Assignment, at Assignee's sole cost and expense.

This Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. A signature submitted by pdf or facsimile shall be legally binding.

Assignee agrees to file a motion to substitute parties and counsel in the Litigation referred to in Exhibit 1 no later than August 25, 2014, or Assignor may, at any time thereafter, dismiss such Litigation without prejudice.



EAST80481587.3  
Doc#: Fee: \$8.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/14/2015 02:30 PM Pg: 0

Doc#: 1525708150 Fee: \$76.00  
RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/14/2015 02:30 PM Pg: 1 of 6

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IN WITNESS WHEREOF, Assignor and the Assignee have caused this Assignment to be duly executed as of the day and year first above written

ASSIGNOR:

**FIFTH THIRD BANK**

By: Matthew Kirchner  
Name: Matthew Kirchner  
Title: Vice President

ASSIGNEE:

**DORADO GROUP LLC**

By: \_\_\_\_\_  
Name:  
Title:

Property of Cook County Clerk's Office

Prepared by and  
return to:

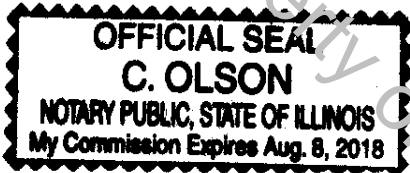
Patrick C. Keeley  
Piccione, Keeley & Assoc.s Ltd.  
122 S. County Farm Road  
Wheaton, IL 60187

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STATE OF ILLINOIS        )  
  ) SS.  
COUNTY OF COOK        )

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DOES HEREBY CERTIFY that Matthew Kirchner, the Vice President of Fifth Third Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1st day of September, 2015.



*[Handwritten Signature]*

Notary Public

My Commission Expires:

09/08/15

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## EXHIBIT 1

### LOAN AND LOAN SECURITY DOCUMENTS

**EACH AND EVERY DOCUMENT SET FORTH ON THIS EXHIBIT 1 SHALL BE DEEMED PART OF THE “LOAN AND SECURITY DOCUMENTS” AS SUCH TERM IS DEFINED IN THIS AGREEMENT, and specifically including without limitation:**

1. Promissory Notes dated (i) July 31, 2007 in the principal amount of \$102,000, (ii) July 31, 2007, in the principal amount of \$325,000, (iii) July 31, 2006 in the principal amount of \$1,630,000, (iv) July 31, 2007 in the principal amount of \$1,600,000, (v) July 31, 2007 in the principal amount of \$2,000,000 and (vi) July 31, 2007 in the principal amount of \$300,000, as each has been renewed, extended, modified or supplemented.
2. Guaranty Agreement of John Powen dated November 23, 2005.
3. Mortgages: (i) that certain Mortgage, Security Agreement, Assignment of Leases and Rents – Fixture Filing dated November 23, 2005 recorded with the Cook County Recorder of Deeds on December 8, 2005, as Document No. 0534243241, (ii) that certain Mortgage, Security Agreement, Assignment of Leases and Rents – Fixture Filing dated November 23, 2005 and recorded with the Cook County Recorder of Deeds on December 8, 2005, as Document No. 0534243240, and (iii) that certain Mortgage, Security Agreement, Assignment of Leases and Rents – Fixture Filing (Phase III Parcel) dated July 31, 2007 recorded with the Cook County Recorder of Deeds on August 15, 2007, as Document No. 0722733114.
4. All assignments of and/or collateral interests in and concerning TIF notes of the City of Chicago, and specifically those referenced in the Forbearance Agreement between Fifth Third Bank and JTA/ Powen, and all letters of direction relating thereto.
5. Forbearance and Settlement Agreement dated April 2014 between Fifth Third Bank and JTA/Powen.
6. All right and interest any and all causes of action relating to the Loan and Security Documents of Fifth Third Bank in the pending foreclosure lawsuit, Circuit Court of Cook County, Illinois as cause no. 2011 CH 26200 consolidated with 2012 CH 4528 (“Litigation”).
7. Amended and Restated Construction Loan Agreement dated July 31, 2007 (“Loan Agreement”).

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## LEGAL DESCRIPTION

### Parcel 1:

Lots 1 through 15, both inclusive, and Lots 17 through 39, both inclusive, all in Block 14; and all of the vacated alley, in Block 14 in William R. Kerr's Subdivision of the West half of the Northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian; except that part of said lots and that part of said vacated alley occupied by the right of way of the Chicago, Rock Island and Pacific Railroad; and except that part of the land annexed to the Renaissance Estates Condominium recorded February 18, 2004 as document no. 0404916234, as amended from time to time, in Cook County, Illinois.

PIN: 25-29-110-057-0000

Common Address: 12249 - 55 S. Justine Street, Chicago, IL 60643

### Parcel 2:

The North 138.40 feet of that part of the North half of the West half of the Northwest quarter of the Southwest quarter, lying Northwesterly of the Illinois Central Railroad right of way (formerly the Blue Island Railroad Company) all in Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, (except the West 33.00 feet thereof), in Cook County, Illinois.

PIN: 25-29-300-003-0000

Common Address: 12357 S. Ashland Avenue, Calumet Park, IL 60827

### Parcel 3:

Lot 1, and Lots 26 through 32, both inclusive, all in Block 15, in William R. Kerr's Subdivision of the West half of the Northwest quarter of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian; except that part of said lots occupied by the right of way of the Chicago, Rock Island and Pacific Railroad, in Cook County, Illinois.

PINs: 25-29-112-001-0000; 25-29-112-002-0000; 25-29-112-003-0000; 25-29-112-004-0000; 25-29-112-005-0000; 25-29-112-006-0000; 25-29-112-007-0000 and 25-29-112-011-0000

Common Address: 1401 - 55 W. 122<sup>nd</sup> Street, Chicago, IL 60643

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Parcel 4:

Unit Number 11-A in Renaissance Estates Condominium, as delineated on the plat of survey of the following described tract of land: Parts of Blocks 13, 14 and 15 in William R. Kerr's Subdivision of the West 1/2 of the Northwest 1/4 of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which plat of survey is attached as Exhibit 'E' to the Declaration of Condominium recorded February 18, 2004 as Document 0404916234, as amended from time to time; together with its undivided percentage interest in the common elements.

PIN: 25-29-110-058-1046

Common Address: 1556 W. 123<sup>rd</sup> Street, Chicago, IL 60643

Parcel 5:

Unit Numbers 12221, 12227, 12233, 12241, 12245, 12247 and 1509 in Renaissance Estates Condominium, as delineated on the plat of survey of the following described tract of land: Parts of Blocks 13, 14 and 15 in William R. Kerr's Subdivision of the West 1/2 of the Northwest 1/4 of Section 29, Township 37 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois; which plat of survey is attached as Exhibit 'E' to the Declaration of Condominium recorded February 18, 2004 as Document 0404916234, as amended from time to time; together with its undivided percentage interest in the common elements.

PINs: 25-29-110-058-1062  
 25-29-110-058-1070  
 25-29-110-058-1072  
 25-29-110-058-1075  
 25-29-110-058-1076  
 25-29-110-058-1077  
 25-29-110-058-1066

Common Address: 12221 S. Justine Street, Chicago, IL 60643  
 12227 S. Justine Street, Chicago, IL 60643  
 12233 S. Justine Street, Chicago, IL 60643  
 12241 S. Justine Street, Chicago, IL 60643  
 12245 S. Justine Street, Chicago, IL 60643  
 12247 S. Justine Street, Chicago, IL 60643  
 1509 W. 122<sup>nd</sup> Street, Chicago, IL 60643