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Doc#. 1706855077 Fee: \$50.00

Karen A. Yarbrough

Cook County Recorder of Deeds Date: 03/09/2017 10:11 AM Pg: 1 of 2

After recording please return to: American Equity Funding 7005 Alma Highway Van Buren, AR. 72956

COLLATERAL ASSIGNMENT

This Assignment made this 6th day of March, 2017 by American Equity Funding, Inc., 7005 Alma Highway, Van Buren, AR. 72956 ("Assignor"), to and in favor of Carolyn Ludwig, Trustee of the Robert D. Ludwig DDS Keogh Profit Sharing Plan, (Assignee").

1. ASSIGNMENT OF INTEREST IN VARIOUS SECURITY INSTRUMENTS:

A Certain Contract of Sale identified as follows:

Seller: Equity Gateway, LLC

Buyer: Paula Jenkins Date: January 29, 2010

Legal: Lot 4 in the Subdivision of Lots 10, 31, 32, 33, 34 and the South ½, of Lot 35 in Block 7 in DEXTER PARK SUBDIVISION, being a Republivision of the South ½ of Lots 15 to 18, 20 to 30, 38, 39, 41 and 44 to 50, all inclusive in HINCKLEY'S SUBDIVISION of the Northwest ¼, of the Southeast ¼ of Section 8 Township 38 North, Range 14 East of the third principal meridian, in Cook County, Illinois.

Parcel #: 20-08-410-021

Also known as: 5251 S. Aberdeen Street, Chicago, IL 60609

- 2. <u>DEBT SECURED</u>: This assignment is made as security for a Promissory Note in the original principal amount of \$ 12,500.00 dated March 6, 2017 Assignor to Assignee.
- 3. ASSIGNOR'S WARRANTIES AND COVENANTS: Assignor warrants that It is the sole owner of the <u>SECURITY INSTRUMENTS</u> herein described, that said property and <u>SECURITY INSTRUMENTS</u> are now unencumbered, valid and in full force and effect, and that it has full right to convey the same. Assignor covenants that IT will not execute any other assignment of the <u>SECURITY INSTRUMENTS</u> nor alter, extend or modify the terms thereof without the prior written consent of Assignee.
- 4. TERMS AND CONDITIONS: Until such time as Assignor may default in payment of the principal, interest or other indebtedness under the Note between Assignor and Assignee referred to above, or in performance of any other obligation thereunder, Assignor may collect all payment due under the SECURITY INSTRUMENTS Assigned herein when the same are due and payable, and retain the same. In the event of Assignor's default under the Note, Assignee may, at its option without notice or regard to the adequacy of this or other security, give notice to the makers under the SECURITY INSTRUMENTS assigned only to the extent necessary to maintain on a current basis the Note described above, in accordance with the terms, with any excess payments received by Assignee

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to be promptly remitted to Assignor. The exercise or non-exercise by Assignee of the right granted herein shall not be considered a waiver of any default by Assignor under the Note between the parties, or any rights or remedies available generally at law or in equity.

5. <u>POWER OF ATTORNEY</u>: Assignor hereby appoints Assignee Its attorney-infact to demand, receive and enforce payment and to give receipts, releases, deeds, and satisfactions and to sue for all sums payable either in the name of Assignor or in the name of Assignee, with the same force and effect as Assignor could have done if this Agreement had not been made.

This Assignment shall be binding upon and inure to the benefit of the parties hereto, their successors, heirs or assigns.

IN WITNESS WHEREOF the Assignor has executed this assignment the day and year first above written. American Equity Funding, Inc. By: Christina Slate, Vice-Presiden CERTIFICATE OF ACKNOWLEDGEMENT On this Dulcran, a Notary Public, duly commissioned, qualified and acting, within and for said County and State, appeared in person the within named Christina Slate, to me well known, who stated that he is the Vice-President of American Equity Funding, Inc., an Arkansas corporation, and was duly authorized to execute the foregoing instrument for me and in the name and behalf of said corporation, and further stated and acknowledged that he so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth. IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this day of March (2017

My commission Expires: