

# UNOFFICIAL COPY

Doc#: 1824757161 Fee: \$50.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 09/04/2018 12:15 PM Pg: 1 of 2

## Upon Recording, Return Original To:

Independent Bank  
5950 S. Willow Dr. Suite 100  
Greenwood Village, CO 80111

## ASSIGNMENT OF MORTGAGE/DEED OF TRUST/SECURITY INSTRUMENT

THIS ASSIGNMENT OF MORTGAGE/DEED OF TRUST/SECURITY INSTRUMENT (hereinafter the "Agreement") is made this 10th day of August 2018 by and between WAKW, LLC a Colorado limited liability company (hereinafter "Assignor") whose address is 8325 Raphael Lane, Littleton, CO 80125 and Independent Bank (hereinafter "Assignee") whose address is 155 Lake Ave., Colorado Springs, CO 80906. Assignor and Assignee are individually referred to hereinafter as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Assignor is the current beneficiary of those certain Deed(s) of Trust described below and incorporated herein by this reference (whether one or more, collectively referred to hereinafter as the "Deeds of Trust") executed by the Grantors named therein (the "Grantor") to the Public Trustee of the County of Cook, State of Illinois. The real property serving as collateral within the Mortgage/Deed of Trust/Security Instrument is legally described as follows;

<u>January 19, 2001</u>	<b>Date of Deed of Trust</b>
<u>January 26, 2001</u>	<b>Recording Date of Deed of Trust</b>
<u>Cook County</u>	<b>Place of Recording</b>
<u>0010069741</u>	<b>Reception Number</b>
<u>Kenneth Sydnor and Violet Sydnor</u>	<b>Borrower</b>
<u>\$59,500.00</u>	<b>Original Loan Amount</b>

WHEREAS, the Mortgage/Deed of Trust/Security Instrument secure repayment of those certain promissory note(s) (whether one or more, collectively referred to hereinafter as the "Promissory Note") executed by the makers thereof; and

WHEREAS, the Assignor wishes to transfer, assign and convey all of its right, title and interest in and to the Mortgage/Deed of Trust/Security Instrument to Assignee upon the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and adequacy of which is acknowledged by the parties, and for the mutual covenants contained herein, Assignor and Assignee hereby agree as follows:

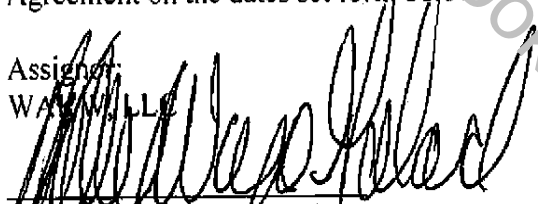
1. Assignor hereby sells and assigns all of its right, title and interest in the Mortgage/Deed of Trust/Security Instrument to Assignee as of the date of this Agreement. Assignee shall be considered the beneficiary of said Mortgage/Deed of Trust/Security Instrument from and after the date hereof.

# UNOFFICIAL COPY

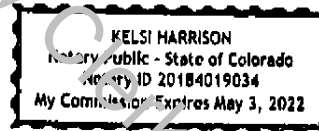
2. This Agreement shall be recorded in the records of the County Clerk and Recorder for the County in which the original Mortgage/Deed of Trust/Security Instrument is recorded. Assignor shall be responsible for the recording fees associated with this Agreement and shall reimburse Assignee for same within fifteen (15) days of the date of recordation.
3. Assignor will provide Assignee with its loan file to include the original recorded Mortgage/Deed of Trust/Security Instrument and the original Promissory Note(s).
4. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without giving effect to its principles of conflict of laws.
5. Authority. The Parties represent and warrant that they have actual authority to execute this Agreement and that no Party has transferred, sold, conveyed, assigned, hypothecated, or otherwise disposed of any claims, demands, causes of action, suits, debts, rights, controversies, liabilities, damages, and expenses released pursuant to this Agreement.
6. Further Cooperation. The Parties agree to execute all additional documents and promptly take all additional steps necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have duly executed this Agreement on the dates set forth below.

Assignor:  
WAKW, LLC

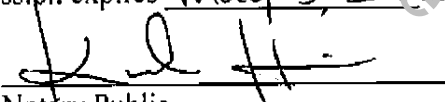
  
By: Kelly Wayne Garland  
Title: Manager

STATE OF COLORADO                    )  
  ) ss.  
COUNTY OF Arapahoe                    )

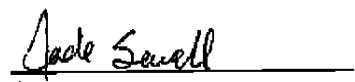


The foregoing Assignment of Deed of Trust was subscribed and sworn to before me by Kelly Wayne Garland in his capacity as Manager of WAKW, LLC on this 17 day of AUGUST 2018.

Witness my hand and official seal. My commission expires MAY 3, 2022

  
Notary Public

Acknowledged by Assignee:  
Independent Bank

  
By: Jade Sewell  
Title: Lending Assistant