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Prepared by and after
recording return to:
Chris L. Fotopoulos
BROTSCHUL POTTS LLC
30 N. LaSalle St. Ste. 1402
Chicago, Illinois 60602



Doc# 1828344827 Fee \$76.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY RECORDER OF DEEDS

DATE: 10/10/2018 11:08 AM PG: 1 OF 6

AGREEMENT FOR ASSIGNMENT OF RECEIVER'S CERTIFICATE

THIS AGREEMENT FOR ASSIGNMENT OF RECEIVER'S CERTIFICATE (this "Assignment") is made and entered into as of the 8th day of June, 2018, by Michael Zucker, hereinafter referred to as the "Assignor"), having an address of 2815 West Roscoe, Chicago, Illinois, 60618 to and in favor of Pax 8, LLC, an Illinois limited liability company, (the "Assignee") having an address of 7739 Kenton Avenue, Skokie, Illinois 60076.

WITNESSETH:

WHEREAS, Assignor is the court appointed receiver in that certain Order for Receiver's Certificate dated January 18, 2018, in favor of Michael Zucker, in the amount of \$29,207.00, plus accrued interest, in favor of Assignor recorded on January 26, 2018, with the Office of the Cook County Recorder of Deeds, Cook County, Illinois (the "Recorder"), as Document No. 1802606069; and

WHEREAS, the Assignee has agreed that the Assignor execute and deliver this Assignment in relation to the rights of the Assignor under the case number 2013-M1-403427 titled *City of Chicago v. Matthew Ikumen, et al.*; and

NOW, THEREFORE, in consideration of the benefits accruing to the parties, including but not limited to the retirement/forgiveness of any and all payments, debt or other obligations of Assignor and his affiliates and/or controlled entities to Assignee and/or its members, managers and/or principals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1: RECITALS INCORPORATED; DEFINED TERMS.

The Recitals set forth above, including the capitalized terms defined therein, are hereby incorporated into this Assignment.

SECTION 2: ASSIGNMENT.

The Assignor hereby collaterally grants, assigns, transfers, sets over and conveys to the Assignee, his successors and assigns, with full right of reassignment, the following rights and property, all without recourse, representation or warranty, except as otherwise specifically set forth herein (collectively, "Assignor's Rights"):

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- (a) That certain Order for Receiver's Certificate dated January 18, 2018, in favor of Michael Zucker, the court appointed receiver in the amount of \$29,207.00, plus accrued interest, in favor of Assignor recorded on January 26, 2018, with the Office of the Cook County Recorder of Deeds, Cook County, Illinois, as Document No. 1802606069;
- (b) Any and all other documents of the Assignor relating to that certain receivership arising out of that certain case between *City of Chicago v. Matthew Ikumen, et al.*, with case number 2013 M1 403427 for that certain property commonly known as 6825 South Paxton, Chicago, Illinois and more legally described on Exhibit A annexed hereto and incorporated herein by reference.

Upon execution of this Assignment, Assignor shall execute the Assignment of Receiver's Certificate ("ARC") attached and incorporated hereto as Exhibit B. The ARC shall be subject to all terms and conditions of this Assignment, whether or not specifically set forth therein, including but not limited to Section 3 of this Agreement which is specifically incorporated therein by reference.

SECTION 3: WAIVER AND INDEMNIFICATION

ASSIGNOR'S RIGHTS ARE TRANSFERRED "AS IS" AND "WITH ALL FAULTS," WITHOUT ANY REPRESENTATION, WARRANTY OR RECOURSE WHATSOEVER AS TO COLLECTIBILITY, CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, COMPLETENESS, ACCURACY, EFFECTIVENESS, ENFORCEABILITY, OR ANY OTHER MATTER OR WARRANTY, EXPRESS OR IMPLIED, RELATING THERETO, INCLUDING THAT ASSIGNOR SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, RELATED THERETO, THE NATURE OR AMOUNT ANY OBLIGATIONS RELATING THERETO, THE AMOUNTS, ADJUSTMENTS, EXISTENCE OR CALCULATIONS OF INTEREST, PRINCIPAL, ESCROW, SERVICING AND PARTICIPATION AMOUNTS OR REQUIREMENTS, ANY DUE DILIGENCE DATA, TITLE MATTERS, ENVIRONMENTAL MATTERS, MISSING FILES, DOCUMENTS AND INSTRUMENTS, AND TRANSFER DOCUMENTATION. ASSIGNEE REPRESENTS AND WARRANTS THAT IT MADE AN INDEPENDENT EVALUATION OF THE ASSIGNOR'S RIGHTS AND ANY FILES AND INFORMATION RELATING THERETO AND IT HAS CONDUCTED SUCH OTHER INVESTIGATIONS AS IT DEEMS APPROPRIATE, INCLUDING, WITHOUT LIMITATION, SEARCHES OF UCC, TITLE, COURT, BANKRUPTCY AND OTHER RECORDS. ASSIGNEE IS ENTERING THIS ASSIGNMENT SOLELY ON THE BASIS OF ITS OWN INVESTIGATIONS AND ITS JUDGMENT AS TO THE NATURE, VALIDITY, ENFORCEABILITY, COLLECTIBILITY AND VALUE OF THE ASSIGNOR'S RIGHTS AND ALL OTHER FACTS MATERIAL TO ITS PURCHASE, INCLUDING, BUT NOT LIMITED TO THE LEGAL MATTERS AND RISKS RELATING TO THE COLLECTION AND ENFORCEMENT, AND ANY OBLIGATIONS AND LIABILITIES RELATING TO THE ASSIGNOR'S RIGHTS. ASSIGNEE FURTHER ACKNOWLEDGES THAT NO EMPLOYEE OR REPRESENTATIVE OF ASSIGNOR OR ANY OTHER PERSON OR

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ENTITY HAS BEEN AUTHORIZED TO MAKE ANY STATEMENTS OR REPRESENTATIONS OTHER THAN THOSE SPECIFICALLY CONTAINED IN THIS ASSIGNMENT. IT IS ACKNOWLEDGED THAT ASSIGNOR DID NOT PURCHASE NEW TITLE INSURANCE COVERAGE OR PERFORM A TITLE SEARCH WHEN HE OBTAINED THE ASSIGNOR'S RIGHTS. ASSIGNEE HEREBY WAIVES ANY RIGHT OR CAUSE OF ACTION IT MIGHT HAVE NOW OR LATER AGAINST ASSIGNOR AS A RESULT OF PURCHASING ASSIGNOR'S RIGHTS (PROVIDED, HOWEVER, THAT THIS WAIVER DOES NOT INCLUDE ANY CLAIM AGAINST ASSIGNOR ARISING SOLELY AS A RESULT OF ASSIGNOR'S BREACH OF THE EXPRESS TERMS OF THIS ASSIGNMENT). ASSIGNEE HEREBY INDEMNIFIES AND HOLDS HARMLESS AND AGREES TO DEFEND ASSIGNOR AND ASSIGNOR'S AFFILIATES, OWNERS, AGENTS AND EMPLOYEES (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, LOSSES, COSTS, CHARGES, LIENS, DEFICIENCIES AND EXPENSES OF ANY NATURE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND ALL OTHER ACTUAL LITIGATION COSTS) SUFFERED OR INCURRED BY OR ASSESSED AGAINST THE INDEMNIFIED PARTIES FROM AND AFTER THE DATE HEREOF AS A RESULT OF (I) ASSIGNEE'S FAILURE TO PERFORM THE ASSIGNOR'S RIGHTS, OR (II) ASSIGNEE'S BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS ASSIGNMENT.

SECTION 4: NO WAIVER.

The failure of either party to exercise any rights under this Assignment following any default under this Assignment or the obligations secured by this Assignment shall not constitute a waiver of such default or any subsequent default.

SECTION 5: SUCCESSORS AND ASSIGNS.

This Assignment shall inure to the benefit of Assignee and its successors and assigns.

SECTION 6: GOVERNING LAW.

This Assignment shall be deemed to be contracts made under and governed by the internal laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, without regard to conflict of laws principles.

[Signature Page Follows]

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IN WITNESS WHEREOF, Assignee has delivered this Agreement for Assignment of Receiver's Certificate as of the day and year first above written.

PAX 8, LLC

An Illinois limited liability company

Aue
By: Andreas Afshari
Its: Manager

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Andreas Afshari, the manager of Pax 8, LLC, 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, sealed and delivered the said instrument as his own and free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 2018.

Yvette Al-Anaswah
Notary Public

My Commission Expires: April 2, 2022



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EXHIBIT A

LEGAL DESCRIPTION OF LAND

THE NORTH 60 FEET OF THE SOUTH 100 FEET OF THE NORTH 299 FEET OF THE NORTH 2/3 OF THE WEST 1/2 OF BLOCK 4 IN SOUTH SHORE DIVISION NO. 5 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 38 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

PIN: 20-24-411-004

CKA: 6821 South Paxton, Chicago, Illinois (aka 6825 South Paxton, Chicago, Illinois)

Property of Cook County Clerk's Office

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IN WITNESS WHEREOF, Assignor has delivered this Agreement for Assignment of Receiver's Certificate as of the day and year first above written.

MZ
Michael Zucker, Receiver

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Zucker, the court appointed receiver in case 2013-M1-403427, and 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/she signed, sealed and delivered the said instrument as his/her own and free and voluntary act and as the free and voluntary act of said company on behalf of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8 day of June, 2018.

Leticia Diaz
Notary Public

My Commission Expires: 3/18/2020



PROCESSED BY COOK COUNTY CLERK'S OFFICE