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

EDWARD M. MOODY

COOK COUNTY RECORDER OF DEEDS

DATE: 05/15/2019 03:28 PM PG: 1 OF 6

**Preparer Information:**  
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Property Address: 1200 Sibley Boulevard, Dolton, IL  
Tax Identification Numbers: 29-11-225-039

## ASSIGNMENT AND ASSUMPTION OF MORTGAGE

THIS ASSIGNMENT AND ASSUMPTION OF MORTGAGE, dated as of May 13<sup>th</sup>, 2019 (this "*Assignment*"), is executed by and between MARIO A. ALLEGRO, an individual ("*Assignor*") and ALLEGRO REALTY, LLC, an Illinois limited liability company ("*Assignee*").

1. Assignment. Assignor hereby assigns all of its interests in the Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Filing, given by Assignor to City National Bank ("*Mortgagee*"), dated as of December 12, 2013, and recorded on December 30, 2013 in the office of the of Cook County Recorder (the "*Recorder's Office*") as Document No. 1335447031, as modified pursuant to that certain Modification of Illinois Future Advance Mortgage, Assignment of Rents, Security Agreement and Fixture Filing dated November 4, 2016 and recorded on February 16, 2017 in the Recorder's Office as Document No. 1704755067 (collectively, the "*Mortgage*") and the property described on Exhibit A hereto.

2. Assumption. Assignee hereby assumes and promises to perform in accordance with the terms thereof each and all of the duties and obligations of the Assignor arising from, in connection with, in respect of or under the Mortgage and interests assigned hereby.

3. Further Assurances. Each party agrees that from time to time it will execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that the other party may request, in order to perfect and confirm the assignment effected by this Assignment.

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Dolton, IL

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4. Governing Law. This Assignment shall be governed by and construed in accordance with the same law as that governing the Mortgage.

5. Entire Agreement. The Mortgage, as modified by this Assignment, remains in full force and effect and contains the entire understanding and agreement of the parties in respect of the Mortgage and supersedes all prior representations, warranties, agreements and understandings. No provision of this Assignment may be changed, discharged, supplemented, terminated or waived except in a writing signed by Mortgagee. The execution, delivery, recordation, terms and conditions of this Assignment shall not subordinate or otherwise adversely affect the lien, encumbrance and priority of the Mortgage.

6. Binding Effect. The Mortgage, as modified by this Assignment, shall be binding upon, and inure to the benefit of, Borrower and Mortgagee and their respective successors and assigns.

7. Counterpart Execution. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Signature pages may be detached from the counterparts and attached to a single copy of this Assignment to physically form one document.

8. Expenses. Contemporaneously with the execution and delivery of this Assignment, Borrower will pay the following amounts to Mortgagee: all out of pocket expenses incurred by Mortgagee or any of its affiliates in connection with this Assignment, including reasonable attorneys' fees.

[Remainder of Page Intentionally Left Blank]

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IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first set forth above.

**ASSIGNOR:**

*Mario A. Allegro*  
Printed Name: MARIO A. ALLEGRO, an individual

State of IL )  
County of Kane ) ss.

The foregoing instrument was acknowledged before me this 18 day of May, 2019, by MARIO A. ALLEGRO, an individual.

*Stacey Crook*  
Printed Name: Stacey Crook  
Notary Public in and for said County and State

[SEAL, IF ANY]  
My appointment Expires: 5/5/22



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ASSIGNEE:

ALLEGRO REALTY, LLC, an Illinois limited liability company

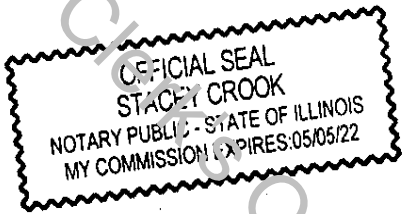
By Mario Allegro  
Printed Name: MARIO A. ALLEGRO  
Its: Manager

State of IL  
County of Kane ss.

On this 1st day of May, in the year 2019, before me Stacey Crook, personally appeared Mario Allegro known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the owner of ALLEGRO REALTY, LLC, an Illinois limited liability company, that executed the instrument or the person who executed the instrument on behalf of said bank, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Stacey Crook  
NOTARY PUBLIC  
Residing at 9100 Walnut Lane, Tinley Park IL 60488  
My Commission Expires 5.5.22



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The undersigned, being the Mortgagee referred to in the above-referenced Mortgage, hereby acknowledge receipt and acceptance thereof and consent and agree to the Assignment and Assumption made therein and to the terms and provisions thereof to such Assignment and Assumption.

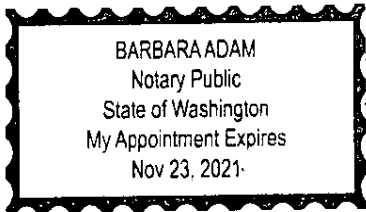
CITY NATIONAL BANK, a national banking association

By: [Signature]  
Printed Name: KIM SOKOLSKI  
Its: VP

State of WA )  
County of King ) ss.

On this 3rd day of May, in the year 2019, before me Barbara Adam, personally appeared Kim Sokolowski known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the VP of City National Bank that executed the instrument or the person who executed the instrument on behalf of said bank, and acknowledged to me that such bank executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



[Signature]  
NOTARY PUBLIC  
Residing at Bothell, WA  
My Commission Expires 11/23/2021

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## EXHIBIT A

### LEGAL DESCRIPTION

THE WEST 1/2 OF THE SOUTH 222 FEET OF THE WEST 1/2 OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, SOUTH OF THE CENTER LINE OF MICHIGAN CITY ROAD, AND WHICH WAS RECORDED NOVEMBER 3, 1927 AS DOCUMENT 9830630, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office