

# UNOFFICIAL COPY

Prepared by,  
**Upon Recording, Return Original To:**

Doc#: 2114441213 Fee: \$98.00  
Karen A. Yarbrough  
Cook County Clerk  
Date: 05/24/2021 02:52 PM Pg: 1 of 3

Independent Bank  
155 Lake Ave.  
Colorado Springs, CO 80906

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## ASSIGNMENT OF DEED OF TRUST

THIS ASSIGNMENT OF DEED OF TRUST (hereinafter the "Agreement") is made this 18th day of February 2021 by and between Independent Bank (hereinafter "Assignor") whose address is 155 Lake Ave., Colorado Springs, CO 80906 and WAKW, LLC a Colorado limited liability company (hereinafter "Assignee") whose address is 8325 Raphael Lane, Littleton, CO 80125 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 on Exhibit A attached hereto 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 Deeds of Trust 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 Deeds of Trust 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 Deeds of Trust 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 Deeds of Trust to Assignee as of the date of this Agreement. Assignee shall be considered the beneficiary of said Deeds of Trust from and after the date hereof.

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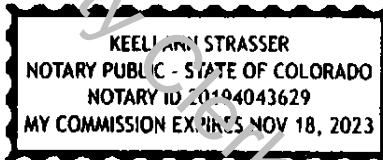
2. This Agreement shall be recorded in the records of the County Clerk and Recorder for the County in which the original Deeds of Trust are recorded. Assignor shall be responsible for the recording fees associated with this Agreement and shall reimburse Assignee for same within fifteen (15) days of the date of recordation.
3. Assignor will provide Assignee with its loan file to include the original recorded Deed of Trust 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:  
Independent Bank

Jade Sewell  
By: Jade Sewell  
Title: Senior Banking Assistant

STATE OF COLORADO )  
  ) ss.  
COUNTY OF ARAPAHOE )



The foregoing Assignment of Deed of Trust was subscribed and sworn to before me by Jade Sewell in her capacity as Senior Banking Assistant of Independent Bank on this 10 day of February 2021.

Witness my hand and official seal. My commission expires Nov 18 2023.

Keel Ann Strasser  
Notary Public

Acknowledged by Assignee:  
WAKY LLC  
[Signature]  
By:  
Title: Managing Member

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03.0069741

**SCHEDULE A**  
**ALTA Commitment**  
**File No.: 26164**

**LEGAL DESCRIPTION**

The South ½ of Lot 21, in Sarah D. Broad's Subdivision of the West 2/3 of the Southwest ¼ of the Southeast ¼ of the Northwest ¼ of Section 3, Township 38 North, Range 14, East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

**CITYWIDE TITLE**  
**CORPORATION**