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PRAIRIE TITLE  
6821 W. NORTH AVE.  
OAK PARK, IL 60302

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Karen A. Yarbrough  
Cook County Clerk  
Date: 10/20/2023 10:36 AM Pg: 1 of 6

**Prepared by and when recorded return to:**

Kostas L. Cios  
Stotis & Baird Chartered  
200 W Jackson Blvd., Suite 1050  
Chicago, Illinois 60606

**ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS  
(Pursuant to Section 9(c)(3) of the Mortgage)**

ASSIGNMENT AND ASSUMPTION OF LOAN DOCUMENTS (this "Agreement") dated as of October 18, 2023, between SCP 2006-C23-026 LLC, a Delaware limited liability company (the "Assignor"), having an address c/o Affordable Housing, L.L.C., 120 West 45<sup>th</sup> Street, Suite 10100, New York, NY 10977, and 3552 Grand Property LLC, a Delaware limited liability company ("Assignee"), having an address of 322 N. Grand Blvd., Park Ridge, IL 60068. All capitalized terms used herein which are not defined herein shall, except where otherwise indicated, have the meanings provided in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated as of November 30, 2006, recorded March 27, 2007, as Instrument No. 0708641061 (as amended or modified from time to time, the "Mortgage"), from the Assignor, as Borrower, to Wells Fargo Trust Company, National Association (formerly known as Wells Fargo Bank Northwest, National Association), as Trustee, its successors and assigns (the "Lender").

**WITNESSETH:**

WHEREAS, the Assignor is the owner of the property which is more fully described on Exhibit A attached hereto (the "Property"), which Property is encumbered by the Mortgage, and Assignor is selling and conveying the Property to Assignee concurrently with the execution and delivery of this Agreement; and

WHEREAS, pursuant to Section 9(c)(3) of the Mortgage, the Assignor desires to assign to the Assignee all of its right, title and interest in and to the Note, the Mortgage, the Assignment of Leases and Rents, dated of even date with the Mortgage recorded March 27, 2007, as Instrument No. 0708641061 (and all other Loan Documents (collectively, the "Loan Documents"), and the Assignee desires to assume all of the Assignor's obligations thereunder, all upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, the validity and sufficiency of which are hereby acknowledged and agreed, the parties hereto agree as follows:

1. The Assignor does hereby assign, transfer and set over unto the Assignee, and the Assignee hereby accepts from the Assignor, all of the Assignor's right, title and interest in and to the Loan Documents. Subject to Section 51 of the Mortgage, Assignee hereby assumes and

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agrees to fully and promptly to perform and discharge all and singular the responsibilities, duties, liabilities and obligations of the Assignor under the Loan Documents on and after the date hereof.

2. Intentionally Omitted.

3. Intentionally Omitted

4. Each provision contained in this Agreement shall be a separate and independent obligation. If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid and unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable except to the extent permitted by applicable law.

5. No term or provision hereof may be amended, changed, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement thereof is sought.

6. This Agreement may be executed by each of the parties on separate counterparts, and the assembled counterparts signed by all parties shall constitute a single document.

7. The Lender is entitled to rely on this Agreement as a third-party beneficiary.

8. This Agreement is binding upon and inures to the benefit of the parties hereto.

9. This Agreement shall be governed by the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]





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## EXHIBIT A

### LEGAL DESCRIPTION

Site Number/Site Name: 8733/Chicago, IL

**Parcel 1:**

Lots 38, 39, 40, 41, 42 and Lot 59 in Charles H. Kusel's Second Subdivision of the part of the Northwest quarter of the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 20, 1916 as Document No. 5914109; and including all parts of Vacated Alleys contiguous and adjacent to said above described Lots 38, 39, 40, 41 and 42 on the Northerly side thereof, in Cook County, Illinois.

**Parcel 2:**

Lots 33, 34, 35, 36 and 37 in Charles H. Kusel's Second Subdivision of the part of the Northwest quarter of the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 20, 1916 as Document No. 5914109, (Except that part of said premises taken for opening of North Saint Louis Avenue); also all vacated alleys Southeasterly of and adjoining Lot 37 (vacated by Ordinance of the City of Chicago recorded as Document No. 9732865), in Cook County, Illinois.

**Parcel 3:**

That part of the West half of the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows:

Beginning at a point where the westerly line of the right of way of the Chicago, Milwaukee and St. Paul Railway intersects the South line of West Division Street; thence running Southeasterly along the Westerly line of said right of way, for a distance of 510.00 feet; thence Southwesterly, a distance of 65.00 feet on a line perpendicular to the Westerly line of said right of way; thence Northwesterly for a distance of 273.56 feet to the Southeast corner of Lot 59 in Charles H. Kusel's Second Subdivision, (being a subdivision of part of the Northwest quarter of the Southeast quarter of Section 2 aforesaid), according to the plat of subdivision recorded as Document 5914109; thence Northwesterly on a line parallel with the Westerly line of said right of way about 330.00 feet to the Southerly line of West Division Street; thence East, a distance of 136.2 feet to the point of beginning.

EXCEPTING that part of the West half of the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian bounded and described as follows:

Commencing at a point where the Westerly line of the right of way of the Chicago, Milwaukee and St. Paul Railway intersects the South line of West Division Street; thence running Southeasterly along the Westerly line of said right of way, for a distance of 510.00 feet to the point of beginning of the hereinafter described parcel of land; thence Southwesterly on a line

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## EXHIBIT A (cont.)

perpendicular to the last described right of way line for a distance of 65.00 feet to a point; thence Northwesterly for a distance of 273.56 feet to the Southeast corner of Lot 59 in Charles H. Kusel's Second Subdivision (being a subdivision of the Northwest quarter of the Southeast quarter of Section 2 aforesaid); according to the plat of subdivision recorded as Document No. 5914109; thence in a Northeasterly direction on a line which is the Northeasterly prolongation of the Northwesterly line of Lot 53 in Charles H. Kusel's Second Subdivision aforescribed, for a distance of 126.53 feet to a point on the Westerly line of the aforescribed railroad right of way line; then running in a Southeasterly direction, along said right of way line, for a distance of 314.26 feet to the point of beginning, all in Cook County, Illinois.

### Parcel 4:

Lots 43, 44, 45, 46, 47, 48, 49 and 50 in Charles H. Kusel's Second Subdivision of the part of the Northwest quarter of the Southeast quarter of Section 2, Township 39 North, Range 13 East of the Third Principal Meridian, according to the plat thereof recorded July 20, 1916 as Document No. 5914109.

### ALSO

The Southwesterly one half of the vacated alley, lying Northeasterly of adjoining Lots 43 to 50 and the Northeasterly one half of the vacated alley, lying Southwesterly of adjoining Lot 59 in said Charles H. Kusel's Second Subdivision, (Except that part of the Northeasterly half of said alley, lying Northwesterly of the Northwesterly line of Lot 43, extended Northeasterly to Southwesterly line of Lot 59) all in Cook County, Illinois.

property address

3552 W. Grand Ave. Chicago, IL 60651

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