

This document prepared by
after recording return to:

Loan No. 2160-C

Joel S. Kasanov, Esq.
Focus Real Estate Finance Co.
200 W. Madison St., Ste. 3000
Chicago, Illinois 60606

BOX 333 - HV

13.00

Assignment of Loan Documents

This Assignment of Loan Documents ("The Agreement") is made and entered into effective as of the 2nd day of June, 1986 by Focus Real Estate Finance Co., a Delaware corporation ("Focus"), in favor of Country Life Insurance Company, an Illinois corporation ("Country Life").

WHEREAS, Focus has heretofore made a first mortgage loan (the "Focus Loan") in the original principal amount of \$850,000.00 secured by a first mortgage on the premises described on Exhibit A attached hereto.

WHEREAS, in connection with the Focus Loan, AMALGAMATED TRUST AND SAVINGS BANK ("AMALGAMATED"), not personally but as Trustee under Trust Agreement dated November 9, 1984 and known as Trust No. 5022 has executed and delivered to Focus the following documents and materials:

- 1.) Promissory Note from Amalgamated in favor of Focus dated March 17, 1986 in the original principal amount of \$850,000.00;
- 2.) Mortgage, Security Agreement and Financing Statement from Amalgamated in favor of Focus dated March 17, 1986 and recorded with the Cook County, Illinois Recorder as document # 86218480;
- 3.) Assignment of Rents and Leases from Amalgamated in favor of Focus dated March 17, 1986 and recorded with the Cook County, Illinois Recorder as document # 86218481;
- 4.) Mortgage Title Insurance Policy No. 70 50 982 (the "Title Policy"), issued by Chicago Title Insurance Company (the title insurer); and
- 5.) Security Agreement from George D. Menus as Debtor to Focus as Secured Party and dated March 17, 1986.

All of the foregoing documents and any and all other documents evidencing and securing the Focus Loan shall hereinafter be referred to as the "Transferrable Documents".

NOW, THEREFORE, in consideration of \$850,000.00 in hand paid to Focus by Country Life at the time of the execution hereof, the receipt whereof is hereby acknowledged, Focus has granted, bargained, sold, signed, transferred and set over and by these presents does hereby grant, bargain, sell, sign, transfer and set over unto Country Life and its successors and assigns the Transferrable Documents and all rights, powers and privileges conferred thereunder, to have and to hold all and singular the indebtedness, documents, and other property and rights hereby granted and assigned unto Country Life and its successors and assigns forever, without warranty and without recourse to Focus.

To further evidence the Assignment herein made, the Promissory Note has been endorsed without recourse to Country Life.

In connection with this Assignment, Focus hereby represents to Country Life as follows:

- 1.) The outstanding principal balance of the loan as of this date is \$850,000.00;

836-50-982
01 70-50-982

UNOFFICIAL COPY

- 2.) All interest and expenses, fees or charges due and payable by the borrower under the Promissory Note and under the Transferrable Documents to and including the date hereof has been paid in full by said borrower and to the best knowledge of Focus, no default exists under the Transferrable Documents;
- 3.) Focus is the sole holder of the Transferrable Documents, no other party has any interest therein and Focus has the full right and authority to transfer the Transferrable Documents to Country Life.

IN WITNESS WHEREOF, Focus has caused this Assignment to be executed under seal as of the date first above written.

Focus Real Estate Finance Co.

By: [Signature]

Its: PRESIDENT, TREASURER

ATTEST:

By: [Signature]

Its: Acct. Secretary

Property of Cook County Clerk's Office

APR 2 1942

36218482

UNOFFICIAL COPY 2

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, [Signature], a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that [Signature] and [Signature], personally known to me to be the President and Assistant Secretary of [Signature] a corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Assistant Secretary of said Corporation, they signed and delivered the said instrument as President and Assistant Secretary of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , 19 .

[Signature]
NOTARY PUBLIC

My Commission expires:

(Impress notarial seal here)

86218482

EXHIBIT A

PARCEL A: part of the Southwest $\frac{1}{4}$ of Section 29, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at the intersection of the West line of the East 20 acres of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 29, with the North line of Wise Road, being a line 50.00 feet North of (by rectangular measurement), and parallel with the South line of the Southwest $\frac{1}{4}$ of said Section 29; thence South $87^{\circ}-59'-36''$ West, along the said North line of Wise Road, 166.03 feet; thence North $01^{\circ}-15'-50''$ East, 399.92 feet; thence North $87^{\circ}-59'-36''$ East, 166.03 feet to a point in the West line of the East 20 acres of the West $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of said Section 29, said point being 450.00 feet North of (as measured along said West line which bears North $01^{\circ}-15'-50''$ East) the South line of the Southwest $\frac{1}{4}$ of said Section 29; thence South $01^{\circ}-15'-50''$ West, along the said West line of the East 20 acres, 399.92 feet to the North line of Wise Road, and the place of beginning, in Cook County, Illinois.

PARCEL C. part of the Southwest $\frac{1}{4}$ of Section 29, Township 41 North, Range 10 East of the Third Principal Meridian, bounded by a line described as follows: Beginning at a point on the East line of Farmstead Lane, said point being 210.00 feet North (as measured along said East line of Farmstead Lane) of the intersection of the East line of Farmstead Lane with the North line of Wise Road, being a line 50.00 feet North of (by rectangular measurement), and parallel with the South line of the Southwest $\frac{1}{4}$ of said Section 29; thence North $01^{\circ}-15'-50''$ East, along the East line of Farmstead Lane, 27.00 feet; thence South $88^{\circ}-44'-10''$ East, 100.23 feet; thence South $01^{\circ}-15'-50''$ West, 27.00 feet; thence North, $88^{\circ}-44'-10''$ West, 100.23 feet to the point of beginning, in Cook County, Illinois.

Commonly known as: 600 Wise Road
Hanover Park, IL

Tax I.D. #: 07-29-300-089-0000