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Assignment as provided in the Loan Agreement and upon such exercise shall succeed to all of Assignor's right, title and

BOX 15  
NTS 124-17928-17  
C291

4. Assignee may exercise its rights under this executed original and recorded Mortgage and any modifications thereto.  
3. Concurrently, with the delivery of this instrument, the Assignor delivered to the Assignee, the executed original of the Note properly endorsed to the Assignee and a photocopy of the

2. The real property affected by the foregoing agreements is described in Exhibit "A" attached hereto and incorporated herein by reference.

(b) All other documents evidencing, guaranteeing, securing or otherwise relating to the debt secured by the Mortgage described in Sections 1(a) above and any amendments or modifications thereto.

(a) Second Mortgage dated May 1, 1989 and recorded 5/19/89 as Document No. 89209215, made by Devon Bank, not personally, but as Trustee under Trust Agreement dated March 9, 1973 and known as Trust #2375 to Sparta Brook Realty Corp., a Delaware corporation, to secure a Note in the sum of \$50,000.00; and

1. FOR VALUE RECEIVED, and as security for the obligations of Assignor under that certain Revolving Loan and Security Agreement dated as of January 27, 1988, and amended by First Amendment dated as of April 25, 1988 and Second Amendment dated as of June 15, 1988 (the "Loan Agreement"), Assignor hereby transfers, assigns and conveys to the Assignee all of its right, title and interest in and to the following (collectively the "Loan Documents"), free and clear of all encumbrances and claims of others:

W I T N E S S E T H

THIS COLLATERAL ASSIGNMENT is made this 1st day of May, 1989, between SPARTA BROOK REALTY CORP., a Delaware corporation ("Assignor") having offices at 1100 North Market, Wilmington, Delaware 19801, and FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK ("Assignee") having offices at 700 Market Street, San Francisco, California 94102.

COLLATERAL ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

ILLINOIS  
ASSET NAME: 181 Waukegan  
Northfield  
ASSET NO.: 1077  
Replacement collateral

89209215

91260268

1 case 246 846



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I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do HEREBY CERTIFY that GERALD J. EBERHARDT, Executive Vice President of SPARTA BROOK REALTY CORP., and JANICE MERRICK, Secretary of SPARTA BROOK REALTY CORP., who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Executive Vice President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of SPARTA BROOK REALTY CORP. for the uses and purposes set forth therein.

STATE OF ILLINOIS  
 ) SS.  
 )  
 COUNTY OF DU PAGE)

91260268

BY: [Signature]  
 Name: JANICE MERRICK  
 Title: Secretary

ATTEST:

BY: [Signature]  
 Name: GERALD J. EBERHARDT  
 Title: Executive Vice President

SPARTA BROOK REALTY CORP., a  
 Delaware corporation

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed under seal as to the date first written above.

5. The terms of this Assignment shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be executed under seal as to the date first written above.

Interest in the Loan Documents; provided, however, that Assignee does not hereby assume any of Assignor's obligations or duties under or in connection with the Loan Documents.

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Property of Cook County Clerk's Office

INSTRUMENT PREPARED BY AND MAIL TO:  
 Anthony J. Nasharr III  
 Kemp & Capanna, Ltd.  
 1900 Spring Road, Suite 500  
 Oak Brook, IL 60521

MAIL TO:  
 First Nationwide Bank  
 700 Market Street  
 San Francisco, CA 94102  
 Attention: Ms. Sandra Zindic  
 First Vice President

OFFICIAL SEAL  
 ANTHONY J. NASHARR, III  
 Notary Public, State of Illinois  
 My Commission Expires Jan. 27, 1992

*Anthony J. Nasharr III*  
 NOTARY PUBLIC

Given under my hand and Notarial Seal this 1st day of May, 1989.

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P.I.N.: 04-23-401-100

Address: 181 Waukegan Road  
Northfield, IL

8920216

91260268

A perpetual non-exclusive easement in favor of Parcel 1 for the purposes of constructing maintaining, etc., a driveway and utilities and for ingress and egress over that portion of premises lying South and adjoining depicted in Exhibit C of that Easement Agreement from Glenview State Bank as Trustee under Trust Agreement dated December 21, 1982, and known as Trust No. 3085 et al. to La Salle National Bank as Trustee under Trust Agreement dated July 15, 1983, and known as Trust No. 106820, et al., recorded May 9, 1984, as Document 27,075,114 in Cook County, Illinois.

PARCEL 2:

Commencing at a point on a line parallel to and 282.71 feet South of the North line of the South half of the Southeast Quarter of Section 23, aforesaid, said point being 1,734.80 feet West of the East line of said Section 23; thence South 320.19 feet on a line parallel to said East line of Section 23, to a point on a line 602.90 feet South of and parallel to the aforesaid North line of the South half of the Southeast Quarter of Section 23; thence West along said line a distance of 113.73 feet to the point of descriptive beginning; thence Southeast along a line parallel to and 283.09 feet Northeastly of the center line of Waukegan Road for a distance of 199.80 feet to a point on a line parallel to and 7.88 chains (520.08 feet) North of the South line of said Section 23; thence West along said last described parallel line a distance of 283.09 feet to a point on the center line of Waukegan Road; thence Northwestly along said center line of Waukegan Road, a distance of 199.80 feet to a point on a line 602.90 feet South of and parallel to the aforesaid North line of the South half of the Southeast Quarter of Section 23; thence East along said last described parallel line, 283.09 feet to the place of beginning, East of the Third Principal Meridian (excepting that part lying in Waukegan Road), in Cook County, Illinois. DEPT-01

That part of the Southeast Quarter of Section 23, Township 42 North, Range 12 East of the Third Principal Meridian described as follows:

PARCEL 1:

Legal Description

EXHIBIT A

COOK COUNTY RECORDER  
#8319 # A \* 89-29216  
#1111 TRAN 3124 05/09/89 16:01:00  
\$19.00