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ASSIGNMENT OF MORTGAGE AND PROMISSORY NOTE

Know All Men by These Presents, that Firstmark Credit Corporation, an Indiana corporation ("Assignor"), in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid by Summit Bank of Indianapolis, an Indiana corporation ("Assignee"), at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby GRANT, BARGAIN, SELL, ASSIGN, TRANSFER and SET OVER unto Assignee, its successors and assigns, effective December 2, 1988, all of its right, title and interest in and to that certain Mortgage, Security Agreement, and Assignment of Rents dated December 14, 1984, and recorded December 14, 1984, in the Office of the Cook County Recorder of Deeds as Document No. 27373306 and filed with the Registrar of Titles of Cook County as Document No. LR341015, made by Glenview State Bank, not personally but solely as Trustee, u/t/a dated May 21, 1984, a/k/a Trust No. 3240 ("Glenview Land Trust") in favor of Assignor, as amended by the certain Agreement for Assignment and Assumption of Mortgage, Security Agreement, and Assignment of Rents dated February 24, 1987, and recorded February 26, 1987, in the Office of the Cook County Recorder of Deeds as Document No. 87111457 and filed with the Registrar of Titles of Cook County as Document No. LR3594913, executed by Glenview Land Trust, First American Bank, not personally but solely as Trustee, u/t/a dated December 31, 1986, a/k/a Trust No. 8687, and Assignor; together with the note or obligations therein described, as amended, and the money due or to become due thereon, with interest; together with all of Assignor's right, title and interest in and to the premises therein described and as legally described on Exhibit A attached hereto and made a part hereof.

To have and to hold the same unto Assignor, its successors or assigns, forever, subject only to the provisos in the said mortgage contained.

And Assignor does hereby make, constitute and appoint Assignee, Assignor's true and lawful attorney, irrevocably, in Assignor's name or otherwise, but at Assignee's own costs and charges, to have, use and take all lawful ways and means for the recovery of the said money, interest, and obligations and, in case of payment, to discharge the same in Assignor's name, place and stead.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Mortgage and Promissory Note this 14 day of May 1990.

14⁰⁰

FIRSTMARK CREDIT CORPORATION, an Indiana corporation

By Ronald D. Hunter, President

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I, William W. Krideman, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Ronald D. Hunter, the President of Firstmark Credit Corporation, an Indiana corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged

COOK COUNTY, INDIANA

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that he/she signed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 9th day of May, 1990.

Cynthia M. Fridemore
Notary Public
CYNTHIA M. FRIDEMORE
Printed

Commission Expires:

September 7, 1994

County of Residence:

MILWAUKEE

This instrument was prepared by and after recording should be returned to:

Paul Kelley
Lord, Bissell & Brook
115 South LaSalle Street
Chicago, IL 60603
(312) 443-1744

Common Address:

1009-1011 North Rush Street
Chicago, IL 60611

PIN's: 17-03-204-004
17-03-204-062

3529n/2

Box 333

Property of Cook County Clerk's Office

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EXHIBIT A

PARCEL 1:

The Leasehold Estate created by the Instrument herein referred to as the Lease, executed by Cosmopolitan National Bank as Trustee under Trust Agreement dated June 1, 1974 and known as Trust Number 21170, as Lessor, and Glenview State Bank and Trust Company as Trustee under Trust Agreement dated May 21, 1984 and known as Trust Number 3240, as Lessee, dated December 1, 1984, a Memorandum of which Lease was recorded December 14, 1984 as Document 27373308, which Lease demises the Land for a term of years beginning December 1, 1984 and ending November 30, 2010, demising the following described premises, to wit:

Lot 1 in Briesack's Subdivision of the North 1/2 of Block 7 in the Subdivision by the Commissioner's of the Illinois and Michigan Canal of the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois

PARCEL 2:

Lot 4 in Collin's Subdivision of the South 1/2 of Block 7 in the Subdivision by the Commissioner's of the Illinois and Michigan Canal, in the South Fractional 1/4 of Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, excepting that part conveyed to Alexander Smith, by Warranty Deed recorded as Document 7079724, in Book 1123 'A' Page 203, described as follows:

Beginning at the Southeast Corner of said Lot 4, on the West line of a 10 foot public alley; running thence West along the South line of said lot, 61 feet 5 inches; thence North parallel with the West line of the said 10 foot public alley, 11 feet; thence East parallel with the South line of the said lot, 6 feet 5 inches; thence North 16 feet 2-3/8 inches to a point on the North line of said lot, thence East along the said North line 18 feet 2 inches; then South along the West line of a 17 foot alley 8 feet; thence East along the South line of a 16 foot alley 27 feet 1-7/8 inches; thence South along the West line of the 10 foot alley aforesaid, 19 feet 2-1/8 inches; to the point of beginning.

PARCEL 3:

That part of Lot 4 in Collin's Subdivision of the South 1/2 of Block 7 in the Subdivision by the Commissioners of the Illinois and Michigan Canal of the South Fractional 1/4 of Fractional Section 3, Township 39 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois, described as follows:

Beginning at the Southeast corner of said Lot 4 on the West line of a 10 foot alley, running thence West along the South line of said lot, 61 feet 5 inches; thence North parallel with the West line of said 10 foot alley, 11 feet; thence East parallel with the south line of said lot, 6 feet 5 inches, thence North 16 feet 2-3/8 inches, to a point on the North line of said Lot 4, thence East along said North line 28 feet 2 inches thence South along the West line extended of a 17 foot alley, extended South 8 feet, thence East along the South line extended of a 16 foot alley, 27 feet 1-7/8 inches, thence South along the West line of the 10 foot alley aforesaid, 19 feet 2-1/8 inches to the point of beginning.

PINS: 17-03-204-004 and 17-03-204-062

Commonly known as: 1009-1011 N. Rush Street, Chicago, Illinois

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