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## ASSIGNMENT OF MORTGAGE, PROMISSORY NOTE AND ASSIGNMENT OF RENTS AND LEASES

This Assignment is made as of May 1st, 1992, by U.S. Loan Corp., an Illinois corporation, (the "Assignor"), whose address is c/o 325 W. Huron, Suite 612, Chicago, Illinois 60610 to U.S. Loan Limited Partnership, an Illinois limited partnership, (the "Assignee"), whose address is c/o 325 W. Huron, Suite 612, Chicago, Illinois 60610

In consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration paid by the Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor by these presents does hereby grant, convey, sell, assign, transfer and set over, unto the Assignee, without any recourse to Assignor, a certain indenture of mortgage made by Irene Gary, a widow, as Borrower, and granted to U.S. Loan Corp., as Lender, given to secure the payment of the sum of Fifty Thousand and no/100 Dollars (\$50,000.00), plus interest, dated June 28, 1991, and filed on July 1, 1991, as Document No. LR3976862 with the Registrar of Titles of Cook County, Illinois, encumbering the following described premises, along with the improvements, situated thereon and being in Cook County, Illinois, to wit:

Lot 41 (except that part for widening Western Avenue) in Block 3 in Preble's Ridge View Subdivision of the West Half of the Northwest Quarter of the Southwest Quarter of Section 7, Township 37 North, Range 14, East of the Third Principal Meridian, all in Cook county, Illinois.

Address: 10019 S. Western Ave., Chicago,  
Permanent Index No.: 25-07-308-008-0000.

DEPT-01 REC'D  
11666 TRN 007 05/13/92  
146108 4 25-07-308-008-0000  
COOK COUNTY RECORDER

Together with all of Assignor's right, title and interest in and to the Promissory Note described in such Mortgage, without recourse to Assignor, and the moneys due and to become due thereunder with interest and other obligations secured thereby, from the date of this Assignment. Also assigned herewith is that certain Assignment of Rents and Leases dated June 28, 1991 by and between Irene Gary and U.S. Loan Corp., and filed on July 1, 1991, as Document No. LR3976863, in the Office of the Registrar of Titles of Cook County, Illinois, regarding the above-described premises.

To have and to hold the same unto the Assignee and to the successors, legal representative and assigns of the Assignee, forever.

And the Assignor covenants that as of the date of this Assignment, there is now owing upon such Mortgage, without offset or defense of any kind, the principal sum of Forty Five Thousand Two Hundred Twenty Five and 14/100 Dollars (\$45,225.14) with interest accruing thereon at an interest rate of Twenty Four Per Cent (24%) per annum and with a maturity date of June 30, 1996.

The above-described Mortgage, Promissory Note and Assignment of Rents and Leases have been delivered to Assignee as of the date hereof.

THIS ASSIGNMENT IS MADE WITHOUT RECOURSE TO ASSIGNOR.

This Assignment is made specifically subject to a Collateral Assignment of Mortgage and Assignment of Rents and Leases dated October 17, 1991 by Assignor to The First Commercial Bank of Chicago, and filed October 18, 1991, as Document No. LR4004087, and that there is now owing against said Collateral Assignment, without offset or defense of any kind, the principal sum of Thirty Six Thousand Five Hundred Five and 05/100 (\$36,505.72) Dollars, with interest accruing thereon at an interest rate of Eleven Per Cent (11%) per annum, fully amortized and with a maturity date of June 30, 1996.

Deleg: 92534501

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Assignor represents and warrants to Assignee that Assignor has full right and power to make this assignment.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed in its name by its President the date first above written.

U.S. Loan Corp., an Illinois corporation.

By: Leon Heller  
Leon Heller  
President

THIS ASSIGNMENT OF MORTGAGE, PROMISSORY NOTE AND ASSIGNMENT OF RENTS AND LEASES, DATED MAY 1, 1992, FROM U.S. LOAN CORP. TO U.S. LOAN LIMITED PARTNERSHIP IS HEREBY CONSENTED TO AND APPROVED BY THE FIRST COMMERCIAL BANK. (See Exhibit A attached hereto and made a part hereof.)

THE FIRST COMMERCIAL BANK

By: [Signature]  
Its: First Vice President

Attest: [Signature]  
Its: GREGORY D. SALM  
FIRST VICE PRESIDENT & CASHIER

c:\wp50\rmk\assign

STATE OF ILLINOIS )  
                          ) SS.  
COUNTY OF COOK )

I, Nadine M. Karouzos, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Leon Heller, personally known to me to be the President of U.S. Loan Corp., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President and Secretary, he signed and delivered the said instrument as his free and voluntary act, pursuant to authority given by the Board of Directors of said corporation, as its free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 1st day of May 1992.

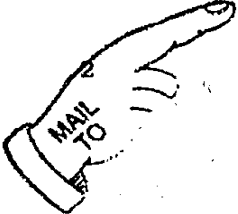


Nadine M. Karouzos  
Notary Public

Commission Expires: 10/19/95

This document prepared by:  
Leon Heller  
President  
U.S. Loan Corp.  
325 W. Huron  
Suite 612  
Chicago, IL 60610

After recording return to:  
Leon Heller  
U.S. Loan Limited Partnership  
c/o 325 W. Huron, Suite 612  
Chicago, IL 60610



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MJAS JI YROBTH  
COUNTY CLERK

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## EXHIBIT A

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### ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement made as of may 1, 1992, by and between U.S. Loan Corp., an Illinois corporation, with an office at 325 W. Huron, Suite 612, Chicago, IL 60610 ("Assignor") and U.S. Loan Limited Partnership, an Illinois limited partnership with an office at 325 W. Huron, Suite 612, Chicago, IL 60610 ("Assignee"), Leon Heller ("Heller") and The First Commercial Bank, an Illinois banking association ("Lender"), are parties hereto for the limited purposes set forth herein.

#### PRELIMINARY STATEMENTS

A. Assignor is assigning certain assets to Assignee, including, but not limited to (i) a Promissory Note dated June 28, 1991, in the amount of \$50,000.00 from Irene Gary to U.S. Loan Corp., (ii) a Mortgage dated June 28, 1991, by and between Irene Gary and U.S. Loan Corp. and filed on July 1, 1991 as Document No. LR3976862; and (iii) an Assignment of Rents and Leases dated June 28, 1991, by and between Irene Gary and U.S. Loan Corp. and filed on July 1, 1991 as Document No. LR3976863 (the "Gary Loan Documents").

B. Lender made a \$40,000.00 loan to Assignor and Heller, as evidenced by a Promissory Note dated October 17, 1991 executed by U.S. Loan Corp. (the "FCB Loan") and secured by a collateral assignment of the Gary Loan Documents.

C. In connection with the assignment of the Gary Loan Documents from Assignor to Assignee, Lender has agreed to allow Assignee to assume all of the liabilities and obligations of Assignor under the FCB Loan and to release Assignor of its liabilities and obligations under the FCB Loan.

In consideration of the premises, and the respective mutual agreements and covenants herein contained, the parties agree as follows:

1. As of the date hereof and pursuant to the terms of an Assignment of Mortgage, Promissory Note and Assignment of Rents and Leases ("Assignment") executed by Assignor and consented to by Lender, the Assignor has granted, conveyed, sold, assigned and transferred to Assignee, without recourse to Assignor, all of its right, title and interest in, to and under the Gary Loan Documents, subject to the obligations and liabilities under the FCB Loan.

2. Assignee hereby accepts the foregoing Assignment of the Gary Loan Documents, without recourse to Assignor, and specifically assumes and agrees to perform and observe in a timely fashion each and every covenant, agreement and condition to be paid, performed or observed by Assignor pursuant to the FCB Loan.

3. Lender hereby agrees to (i) consent to the assignment and the form of the Assignment of the Gary Loan Documents from Assignor to

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