

ASSIGNMENT OF NOTES AND LIENS

THIS ASSIGNMENT OF NOTES AND LIENS ("Assignment") is by and between AETNA CASUALTY AND SURETY COMPANY, a Connecticut Corporation ("Assignor") and MOSER FAMILY PARTNERSHIP, an Illinois general partnership ("Assignee").

RECITALS

94-678819

A. Assignor is the present legal and equitable owner and holder of those certain Promissory Notes in the original principal amounts of (i) \$7,200,000, dated June 13, 1986, made by the First State Bank and Trust Company of Hanover Park (n/k/a the Charter Bank), as Trustee under that certain Trust Agreement dated July 11, 1985 and known as Trust Number 2500 ("Borrower II") and payable to the order of Assignor (the "Phase II Note") and (ii) \$7,200,000, dated June 30, 1986, made by the First State Bank and Trust Company of Hanover Park (n/k/a the Charter Bank), as Trustee under that certain Trust Agreement dated February 6, 1986 and known as Trust Number 2503 ("Borrower III") and payable to the order of Assignor (the "Phase III Note"). The Phase II Note and the Phase III Note are sometimes hereinafter collectively referred to as the "Notes".

B. The Notes are secured by, among other things, the security documents described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Security Documents").

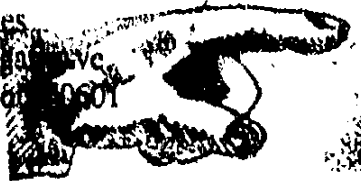
C. Assignor desires to assign, sell, transfer and deliver, and Assignee desires to acquire the Notes and the Security Documents.

NOW, THEREFORE, for and in consideration of the foregoing recitals, the mutual covenants contained herein, the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby assigns, sells, transfers, conveys, endorses and delivers to Assignee without recourse, representation or warranty of any kind, whether expressed or implied, statutory or otherwise (the warranties provided for in Sections 3-416 and 3-417 of the Uniform Commercial Code, 810 ILCS 5/1-101 et seq., being specifically negated), except as specifically set forth in that certain Loan Purchase and Sale Agreement between Assignor and Assignee (the "Purchase Agreement"), the Notes and the Security Documents to have and to hold the same unto the Assignee, its successors and assigns. Without limiting the foregoing, Assignor or any representative, agent, employee or servant of Assignor does not make any representation or warranty regarding (i) the collectibility or value of the Notes or the Security

Prepared by: Robert Fishman  
Ross & Hardies  
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Chicago, Illinois 60601

Return to: Peter Ross  
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Chicago, Illinois 60601



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Documents, (ii) the creditworthiness or financial condition of the Borrowers or the ability of the Borrowers to perform its obligations under the Notes or any of the Security Documents, (iii) the due execution, validity, sufficiency, or the perfection or priority of any liens or security interests securing or appearing to secure or relating to the Notes or any of the Security Documents or with respect to the property or collateral covered by such liens, (iv) the condition of the Loans or the value of any collateral included in any of the Security Documents or the income potential

thereof, (v) rights of offset, deductions, negotiability, or holder in due course status, the accuracy or completeness of the matters disclosed, represented or warranted by any party in the Notes or any of the Security Documents, (vi) the performance of the obligations of any party under the Notes or any of the Security Documents, (vii) the adequacy of the collateral described in the Security Documents, or (viii) the existence or nonexistence of any default or event of default under the Notes or any of the Security Documents. The Notes and the Security Documents are being sold in an "AS IS" condition, "WHERE IS" basis and "WITH ALL FAULTS" and without any representations, warranties or recourse, expressed or implied, of any type, kind, character or nature, statutory or otherwise, in fact or in law, or any warranties of merchantability or fitness for a particular purpose with respect to any term or condition of the Notes or the Security Documents or with respect to the collateral referred to therein, except as specifically set forth in the Purchase Agreement and in Paragraph 2 below.

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2. Assignor represents to Assignee that Assignor is the holder of the Notes and beneficiary under the Security Documents. Assignor shall have no responsibility for the

financial condition of the Borrowers or for the ability of the Borrowers to perform its obligations under the Notes or the Security Documents.

**EXECUTED** as of this 28th day of July, 1994.

**ASSIGNOR:**

**AETNA CASUALTY AND SURETY COMPANY**

By: Robert J. Weisel

Name: Robert J. Weisel

Title: Assistant Vice President

Date: July 28, 1994

THE STATE OF CONNECTICUT

§

Hartford

§

COUNTY OF HARTFORD

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BEFORE ME, the undersigned authority, a notary public in and for said County and State, on this day personally appeared Robert J. Weisel, Assistant Vice President of AETNA CASUALTY and SURETY COMPANY (the "Company"), known by me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act of the Company, for the uses and purposes therein set forth, and that he did affix the corporate seal of said Company to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth.

**SUBSCRIBED and SWORN TO BEFORE ME** this 28th day of July, 1994, to certify which, witness my hand and official seal.

[S E A L]

Margaret Walsh  
Notary Public in and for the State of Connecticut

**ACKNOWLEDGED AND AGREED TO BY ASSIGNEE:**

**MARGARET WALSH**  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 1997

**MOSER-FAMILY PARTNERSHIP**

By: George N. Moser  
Name: GEORGE N. MOSER  
Title: GENERAL PARTNER

REC DEPT-01 RECORDING \$31.50  
79999 TRAN 4891 08/02/94 13:35:00  
4520 DW \*-94-678819  
COOK COUNTY RECORDER

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## *Exhibit "A"*

### SECURITY DOCUMENTS

1. Phase II Mortgage.
2. Assignment of Rents and Leases, dated June 13, 1986 from Borrower II to Aetna.
3. Representations and Warranties by Beneficiary of Trust and Confirmatory Security Agreement, dated June 13, 1986 from George A. Moser, James M. Moser, James E. Moser and George M. Moser (collectively, the "Beneficiaries") to Aetna.
4. Phase III Mortgage.
5. Assignment of Rents and Leases, dated June 30, 1986 from Borrower III to Aetna.
6. Representations and Warranties by Beneficiary of Trust and Confirmatory Security Agreement, dated June 30, 1986 from Beneficiaries to Aetna.
7. Assignment of Architectural and Engineering Documents, dated June 8, 1986 from Beneficiaries to Aetna.
8. Assignment of Construction Documents, dated June 30, 1986, from the Beneficiaries to Aetna.
9. Irrevocable Right to Approve, dated June 30, 1986, from the Beneficiaries to Aetna.

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EXHIBIT 9006 6 7 8 1 9

## PARCEL 1:

LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT II BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THAT PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 6, 1986, AS DOCUMENT NUMBER 86-228827, IN COOK COUNTY, ILLINOIS.

## PARCEL 2:

EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER LAND, FOR PARKING AND INGRESS AND EGRESS AS SHOWN AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86-227007.

## PARCEL 3:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING, INSTALLATION, MAINTAINING, REPAIRING, REPLACING AND CONNECTING TO STORM SEWER LINES; PLACING, CONSTRUCTING, MAINTAINING, REBUILDING AND REMOVING A SIGN; AND THE CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A RETAINING WALL, AS SET FORTH IN DOCUMENT NUMBER 86-227006.

## PARCEL 4:

EASEMENTS FOR THE BENEFIT OF PARCEL 1, FOR A WATERMAIN AND FOR INSTALLATION, MAINTAINING, REPAIRING AND REPLACING SANITARY LINES AS SET FORTH ON THE PLAT OF SUBDIVISION OF NORTHWEST CORPORATE CENTRE, UNIT II.

## PARCEL 5:

UNRECORDED EASEMENT FOR SANITARY LINES FOR THE BENEFIT OF PARCEL 1, OVER, UPON AND UNDER NORTHWEST CORPORATE CENTRE UNITS I AND III, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SET FORTH IN THE ENGINEERING DRAWINGS BY MARCHRIS ENGINEERS, LTD., JOB NUMBER 84-205, DATED FEBRUARY 6, 1985, AS AMENDED FROM TIME TO TIME.

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PARCEL 1: LOT 1 IN NORTHWEST CORPORATE CENTRE UNIT 111, BEING A SUBDIVISION OF PART OF THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 18, 1986, AS DOCUMENT NUMBER 86-251398, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR THE BENEFIT OF PARCEL 1 AND OTHER LAND, FOR PARKING AND INGRESS AND EGRESS AS SHOWN AND CREATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 86-227007.

PARCEL 3: EASEMENT FOR THE BENEFIT OF PARCEL 1 WITH RESPECT TO VEHICULAR INGRESS AND EGRESS AND VEHICULAR PARKING; INSTALLATION, MAINTAINING, REPAIRING, REPLACING AND CONNECTING TO STORM SEWER LINES; AND PLACING, CONSTRUCTION, MAINTAINING, REBUILDING AND REMOVING A SIGN, AS SET FORTH IN DOCUMENT NUMBER 86-227006.

PARCEL 4: UNRECORDED EASEMENT FOR INSTALLATION, MAINTAINING, REPAIRING AND REPLACING SANITARY LINES FOR THE BENEFIT OF PARCEL 1, OVER, UPON, AND UNDER NORTHWEST CORPORATE CENTRE, UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 6, AND THE NORTHEAST FRACTIONAL 1/4 OF SECTION 7, IN TOWNSHIP 41 NORTH, RANGE 16, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SET FORTH IN THE ENGINEERING DRAWINGS BY MARCHRIS ENGINEERS, LTD., JOB NO. 84-205, DATED FEBRUARY 6, 1985, AS AMENDED FROM TIME TO TIME.

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