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## ASSIGNMENT OF CONDOMINIUM PURCHASE AGREEMENT

WHEREAS, this assignment of Condominium Purchase Agreement is dated this 1st day of August, 1994.

WHEREAS, HIDDEN COVE DEVELOPMENT COMPANY, INC., as Hereficiary of Seller, PARKWAY BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated 1986 December 21. and known Trust Number TAE SU JUNG and AE JUNG, his wife, Purchaser, entered into a Condominium JULY Purchas Agreement dated 1994 ("Land Contract") und recorded 1994 by the recorder of Cook County as Document Number pertaining to the following described real estate:

Pertaining to the following described real estate:

1.egal: 1/1/1/1/901 "C" IN HIDDEN COVE CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: CERTAIN LOTS IN HIDDEN COVE SUBDIVISION OF THE EAST 250 FEET OF THE WEST 2/3 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9. TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THE SOUTH 50 FEET THEREOF PER DOCUMENT NUMBER 10910667), RECORDED MAY 31, 1990, AS DOCUMENT NUMBER 90254792, IN COOK COUNTY, PLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS

Common Address: 901 N. COVE DRIVE, 6C, PALATINE, ILLINOIS 60067.

DOCUMENT NUMBER 90577492 TOGETHER WITH ITS UNDIVIDED

PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK

Permanent Index Number: 02-09-402-044-1031.

COUNTY, ILLINOIS.

Said real estate is subject to the prior lien of a Mortgage (herapinter referred to as the "Mortgage") executed by JOHN N. LUISI, the Owner, to FIRST COOK COMMINITY HANK, F.S.B., 2720 West Devon Avenue, Chicago, Illinois 60659 as Mortgagee of even date and recorded in the Office of the Recorder of Deeds of the County of Cook, State of Illinois; an i,

WHEREAS the said Owner gave the above described mortgage to secure a loan of concluse from FIRST COOK COMMUNITY BANK, F.S.B., 2720 West Devon Avenue, Chicago, l'impis 60659 (hereinafter referred to as "Note Holder") to the Owner in the amount of ONE HUNDRED THICKY THOUSAND FIVE HUNDRED DOLLARS (430,500) and,

WHEREAS as further security for the above described loans, the Note Holder requires the assignment of the Land Contract as part of the consideration for making said loan.

NOW, THEREFORE, the Seller and the Owner in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt and sufficiency whereof are hereby acknowledged, does hereby assign, transfer and set over unto the Note Holder, its successors and assigns, all their right, title and interest in and to the Land Contract and the payments, rents,

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earnings, income, issues and profits of and from the real estate and premises hereinabove described which are now due and which may hereafter become due, payable or collectable under or by virtue of the Land Contract, whether written or verbal, or any letting of, possession of, or any agreement for the use of occupancy of, any part of the real estate and premises hereinabove described, which said Seller or Owner may have heretofore made and agreed to or may hereafter make or agree to. or which may be made or agreed to by the Note Holder under the powers hereinafter granted to it; it being the intention hereof to hereby make and establish an absolute transfer and assignment of all such Land Contracts and agreements and all the payments, rents, earnings, issues, income, and profits thereunder, unto the Note Holder herein, all relating to the real estate and premises hereinabove described:

- 1. This instrument is given to secure payment a note in the principal sum of ONE HUNDRED THIRTY THOUSAND FIVE HUNDRED DOLLARS (\$130,500.00) and interest thereon of even date (hereine fer balled the "Note") made by Owner and others and payable to Note Holder, secured hy the aforesaic Mortgage conveying the real estate and premises hereinabove described. This instrument shall remain in full force and effect until the Note and all other costs and charges which may have accrued or may hereafter accrue under the Note or Mortgage have been fully paid.
- 2. The Owner may continue to collect all payments, as hereinafter limited, due under any Land Contract upon the real estate and premises hereinabove described and perform the obligations of Owner thereunder, until such time earlie Note Holder shall give notice to the Owner, which may be given by U.S. Mail addressed to the lesses at the address of the lessed premises, that all payments then due or to become due, as well as all the amounts payable under the terms of said Land Contract, shall be payable directly to the Note Holder at its then business address. The Note Holder may give this notice to the Purchaser at any time or from time to time after a default exists in the payment of principal or interest under the Note or in the performance of the terms of conditions contained in the Mortgage herein referred to and in the Now secured thereby. The Purchaser may rely upon said notice from the Note Holder, and are to comply with its terms.
- 3. Except for the collection by the Owner pursuant to the Land Contract of the last month's payment, the Owner will not be allowed to collect any rental more than one month in advance and any such collection of rental more than one month in advance shall not be binding on the Note Holder.
- 4. The Owner agrees that it will in no way, either orally or in writing, change, almost or in any way after the conditions of the leases hereinabove referred to and warrants that said Land Contract has not been amended, changed or in any way altered, except as above set out.
- 5. The Owner shall not accept surrender of the Land Contract lease of the premises or any part thereof, without the prior written consent of the Note Holder which consent shall not be unreasonably withheld.
- 6. The Owner shall not assign of in any way encumber or allow to become encumbered any of the payments due or to become due under the aforesald Land Contract, except as herein provided.
- 7. This instrument is assignable by the Note Holder, and all of the terms and provisions hereof shall be binding upon the inure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

own free and voluntary

- 9. The failure of the Note Holder, or any of its agents or attorneys, successors or assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its rights under the terms hereof, but said Note Holder, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this Assignment, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit.

operate as a release of this instrument.
SELLER: HIDDEN COVE DEVELOPMENT COMPANY, INC., as Beneficiary of Seller
HIDDEN COVE DEVELOPMENT COMPANY, INC., as Beneficiary of Seller  President
ATTEST:
OWNERC OWNERC
OWNER
John N. Luli by John D. Luisi
ACKNOWLEDGMENT AS A.I.F.
STATE OF ILLINOIS )  COUNTY OF COOK )  SS.
I JAMES S. LENN a Notary Public in and for and resident in said Count, and
State, DO HEREBY CERTIFY, that ONOFELOGUTTILLA and of HIDDEN COVE DEVELOPMENT COMPANY, INC.,
personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and
voluntary act of said corporation for the uses and purposes therein set forth; and the said acknowledged that

are and to the tree and voluntary set of said corporation for said uses and purposes...

of said corporation, did affix said corporate seal to said instrument as

GIVEN under my hand and notarial seal this /5/flay of 406057 1994.

**Public** 

OFFICIAL SEAL

JAMES K. LENNON

NOTARY PUBLIC STATE OF ILLINOIS

MY COMMISSION EXP. AUK; 25,1995

## ACKNOWLEDGMENT

STATE OF ILLINOIS

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COUNTY OF COOK

I. AND The ENN a Notary Public in and for and residing in said County and State, DO HEREBY CEPATFY, that John N. Luisi is personally known to me to be the same person whose name is subscribed to the foregoing instrument, that he appeared before me this day in person and acknowledged that the signer and delivered said instrument as his own free and voluntary act for the uses and purposes therein see forth

GIVEN under my hand and novarial seal this ST day of AUGUST 199 4

Notary Public

This document prepared by and after recording mail to:
Bruce F. Hoffman, Esq.
Pollal: & Hoffman Ltd.
150 N. Wacker Drive, Suite 1100
Chicago, Illinois 60606

OFFICIAL SEAL
JAMES K. LENNON
W TARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. AUG. 25,1995

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