

# UNOFFICIAL COPY

9 4 3 3 2 7 0 4

## ASSIGNMENT

91832904

FOR VALUE RECEIVED, Homeowner Financial Services, Inc., 2500 N. Pulaski Road, Chicago, Illinois 60647 ("Assignor") hereby sells, assigns and transfers to Capitol Bank and Trust, 4801 W. Fullerton Ave., Chicago, Illinois 60639 ("Assignee") all of Assignor's right, title and interest in and to the following:

a. That certain Retail Installment Contract (the "Contract") dated as of June 4, \_\_\_\_\_, 1992, by and between Juan & Luz Lamboy ("Buyer") and Steel Craft Remodeling, Inc. ("Seller"), in the original principal amount of \$ 4,600.00 which was assigned to Assignor by Seller pursuant to an Assignment dated as of August 8, \_\_\_\_\_, 1992 (the "Assignment").

b. That certain Mortgage (the "Mortgage") dated as of June 4, \_\_\_\_\_, 1992, by and between Juan & Luz Lamboy as Mortgagor and Assignor as Mortgagee on that certain property located at 2610 W. Cortland, Chicago, \_\_\_\_\_, Illinois (the "Property") legally described in Exhibit "A" attached hereto, which said Mortgage was recorded in the office of the Recorder of Deeds of Cook County, Illinois as Document No. \_\_\_\_\_ and which was assigned to Assignor by Seller pursuant to the Assignment.

c. All other documents executed by Buyer, including but not limited to Security Agreements, Financing Statements, Disclosure Statements, Contracts, Loans and other documents executed or delivered by Buyer in favor of Seller (the "Documents").

3350

FO52226

UNOFFICIAL COPY

9 1 3 0 2 2 0 4

1. Assignor represents and warrants to Assignee that the Contract, the Mortgage and the Documents are valid and genuine in all respects, and correctly state the terms and conditions of the retail installment transaction between Seller and Buyer; that the Contract assigned herein was completed and that Seller made all disclosures required by law prior to the execution thereof by Buyer; that the down payment was paid in full in cash or in trade and that no part was loaned to Buyer by Seller; that Seller had the right to sell said goods to Buyer and that the goods are free of all liens, claims and encumbrances; that the Mortgage was properly executed by Seller, that Seller has title to the property and that the Mortgage was properly recorded and perfected by Seller; that no notice of any defense or right of action has been received by Seller or Assignor from Buyer, nor has Assignor any knowledge of any fact that would impair the validity of the Contract; that Assignor has the right to sell and assign the Contract to Assignee; that on the date of the Contract, Seller executed and delivered to Buyer, a copy of the Contract and to each co-signor a completed copy of the Contract; that Seller has complied with all requirements of the Federal Truth in Lending Act, Regulation Z, the Federal Equal Credit Opportunity Act and the Illinois Retail Installment Sales Act; that the sale was made at Seller's place of business and was not a door to door sale within the definition of the Federal Trade Commission, Trade Regulation or Illinois Consumer Fraud Act; that Assignor has full power and authority to execute the Assignment; and that Seller properly assigned to Assignor all

03/23/04

**UNOFFICIAL COPY**

9 1 3 2 7 0 4

of its right, title and interest in the Contract, the Mortgage and the Documents pursuant to an assignment between Seller and Assignor.

2. Logan Square Aluminum Supply, Inc. ("Guarantor") has executed a Guaranty of even date herewith (the "Guaranty") whereby Guarantor guarantees all obligations of Assignor and Buyer to Assignee. Pursuant to this Assignment and the Guaranty, if any of the foregoing representations and warranties are breached, or if Buyer shall be in default under any provision of the Contract, the Mortgage or the Documents, Assignor and Guarantor jointly and severally guarantee payment of all amounts due from Buyer under the Contract, the Mortgage and the Documents. In the event of default by Buyer for any reason, Assignor and Guarantor will pay Assignee, its successors and assigns, upon demand, the balance owing under the Contract together with Assignee's reasonable attorney's fees incurred in enforcing the terms of the Contract, the Mortgage or the Assignment. Guarantor, Assignor and Assignee hereby acknowledge and agree that there may exist an event of default under the Contract as of the date of the Assignment and that the acceptance of the Assignment by Assignee shall not be deemed a waiver by Assignee of its right to demand repayment from Assignor or Guarantor under the terms of the Assignment or the Guaranty, based upon the existing default or some future default. Assignor and Guarantor agree to indemnify and hold Assignee harmless from any and all liability that may result at any time from any claim asserted by Buyer for recovery of amounts paid arising out of any

91332504

0 1 3 3 2 9 0 4

promise, representation or warranty made by Seller, Assignor or Guarantor to Buyer.

3. Assignor and Guarantor shall reimburse Assignee for its reasonable attorney's fees and costs in enforcing the terms of this Assignment or the Guaranty. This Assignment is made in Chicago, Illinois and shall be construed under the laws of the State of Illinois.

IN WITNESS WHEREOF, this Assignment is executed as of this 25th day of March, 1994.

HOMEOWNER FINANCIAL SERVICES, INC.


ATTEST:

  
Its Secretary

By:   
Its President

LOGAN SQUARE ALUMINUM SUPPLY, INC.

ATTEST:

  
Its Secretary

By:   
Its President

91332504



UNOFFICIAL COPY

9 0 0 2 7 0 0

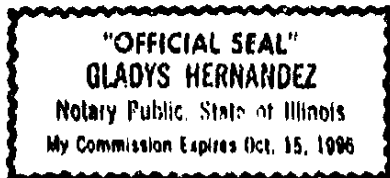
ACKNOWLEDGMENT

STATE OF ILLINOIS)
COUNTY OF COOK ) SS.

I, Gladys Hernandez, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY that Louis Silver and Nathan Silver, the President and Secretary of Logan Square Aluminum Supply, Inc., personally known to me to be the same persons whose names are subscribed to the foregoing instrument, 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 company for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 25th day of March, 1994.

Gladys Hernandez
Notary Public



My commission expires:

October 15, 1996

This Document Prepared By:
David A. Kallick
Tishler & Wald, Ltd.
200 S. Wacker Drive
Suite 2600
Chicago, IL 60606
(312) 876-3800
s:misc4\seagn.doc

94332504

