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COOK COUNTY RECORDER

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ROSEWOOD FINANCING, L.L.C.

TO

MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION, AS ASSIGNEE

NOTICE OF
LOAN AGREEMENT
AND ASSIGNMENT

Dated as of April 5, 1996

3/00/96

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This Instrument was Prepared by and should be Returned to:

Susan Z. Gamble,
Summers, Compton, Wells & Hamburg
8909 Ladue Road
St. Louis, MO 63124

BOX 333-CTI

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NOTICE OF LOAN AGREEMENT AND ASSIGNMENT

THIS NOTICE OF LOAN AGREEMENT AND ASSIGNMENT (the "Notice of Loan Agreement") dated as of April 9th, 1996, by and between ROSEWOOD FINANCING, L.L.C., a Missouri limited liability company, party of the first part (the "Borrower and "Assignor"), and MERCANTILE BANK OF ST. LOUIS NATIONAL ASSOCIATION (the "Bank and "Assignee"), party of the second part,

WITNESSETH:

WHEREAS, the Borrower and the Bank have entered into a Loan Agreement dated August 25, 1994, as amended (the "Loan Agreement"); and

WHEREAS, pursuant to the Loan Agreement, the Borrower is obtaining proceeds; and

WHEREAS, the proceeds to the Borrower are being loaned (the "Loans") to certain companies related to Borrower including Northbrook Real Estate, L.L.C., the owner of real property described:

4065 Lake Cook Road, Northbrook, Cook County, Illinois (Heller Property) and more specifically described as:

Parcel 1: THE EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF GOVERNMENT LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING FROM SAID TRACT THE SOUTH 17 FEET OF THE NORTH 50 FEET OF SAID EAST 313 FEET OF THE WEST 473 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 AFORESAID CONVEYED TO THE COUNTY OF COOK BY DEED RECORDED JANUARY 7, 1974 AS DOCUMENT NO. 22527485), IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-06-101-007.

4105 Lake Cook Road, Northbrook, Cook County, Illinois (Schaul Property) and more specifically described as:

Parcel 2: THE WEST 160.00 FEET OF THE NORTHEAST 1/4 OF THE EAST 1/2 OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 42 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.: 04-06-101-006.

(the "Affiliated Owner") pursuant to a Note, of even date herewith between the Borrower and the Affiliated Owner (the "Note");

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WHEREAS, to secure its obligations under the Note, the Affiliated Owner will enter into a mortgage, of even date herewith (the "Mortgage") and certain other documents (the Mortgage and the other documents, collectively the "Loan Documents"), between the Borrower and the Affiliated Owner; and

WHEREAS, the obligations of the Borrower to Bank under the Loan Agreement will be secured by this assignment of the Loan Documents; and

WHEREAS, all things necessary to constitute the Loan Agreement and this Notice of Loan Agreement a valid assignment and pledge of the amounts assigned and pledged to the payment of the principal of and interest on the Borrower's note to Bank and a valid assignment of the rights of the Borrower under the Loan Documents have been done and performed, and the creation, execution and delivery of the Loan Agreement and this Notice of Loan Agreement, subject to the terms thereof and hereof, have in all respects been duly authorized;

GRANTING CLAUSES

NOW, THEREFORE, THIS NOTICE OF LOAN AGREEMENT WITNESSETH;

That in order to secure the payment of the principal of and interest on Borrower's note to Bank pursuant to the Loan Agreement, and in order to secure the performance and observance of all the covenants and conditions in the Loan Agreement, and for and in consideration of the mutual covenants contained in the Loan Agreement, the Borrower does hereby grant, bargain, transfer, sell, mortgage, convey, assign, pledge unto, set over and confirm and grant a security interest in the following to the Bank, and to its successors and assigns forever, with the power of sale to the extent permitted by law, and to the extent provided in the Loan Documents and in this Notice of Loan Agreement, all and singular the following described property (which is sometimes herein referred to as the "Estate"), to wit:

FIRST GRANTING CLAUSE

All right, title and interest of the Borrower in the Loan Agreement, the Note, the Mortgage, and any other security received by the Borrower for the Loan, including certain proceeds of insurance in respect of any property (as described in the Loan Agreement) received by the Borrower;

SECOND GRANTING CLAUSE

All monies and securities from time to time held by the Bank under the terms of the Loan Agreement and any and all other property of every type and nature from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred, as and for additional security under the Loan Agreement by the Borrower or by anyone in its behalf, or with its written consent to the Bank, which is hereby and by the Loan Agreement authorized to receive any and all such property at any and all times to hold and apply the same subject to

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the terms of the Loan Agreement;

THIRD GRANTING CLAUSE

All proceeds of the foregoing.

TO HAVE AND TO HOLD, all and singular, the Estate and the rights and privileges by the Loan Agreement and the Loan Documents and hereafter granted, bargained, sold, alienated, remised, released, conveyed, assigned, transferred, mortgaged, hypothecated, pledged, set over or confirmed as aforesaid, or intended, agreed or covenanted so to be, together with all the appurtenances thereto appertaining (said properties, rights, privileges and franchises, including any cash and securities hereafter deposited or required to be deposited with the Bank) unto the Bank and its successors and assigns forever.

ASSIGNOR IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATING TO THIS TRANSACTION IN WHICH ASSIGNOR IS A PARTY.

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IN WITNESS WHEREOF, ROSEWOOD FINANCING, L.L.C., has caused these presents to be signed in its name and behalf by its Manager and to evidence its acceptance of the assignment, Mercantile Bank of St. Louis National Association has caused these presents to be signed and sealed in its name and behalf by its duly authorized officers, as of the day and year first above written.

ROSEWOOD FINANCING, L.L.C.

By: 

Name: Larry D. Vander Maten

Title: Manager

MERCANTILE BANK OF ST. LOUIS
NATIONAL ASSOCIATION

By: 

Name: L. Alex Blanc III

Title: Vice President

[SEAL]

ATTEST:

Name: 

Title: Asst Secretary

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STATE OF ILLINOIS
 COUNTY OF COOK) SS

On this 26th day of April, 1996, before me appeared Larry D. Vander Maten to me personally known, who, being by me duly sworn, did say that he is the Manager of Rosewood Financing, L.L.C., and that said NOTICE OF LOAN AGREEMENT AND ASSIGNMENT was signed in behalf of said company and said Manager acknowledges said instrument to be the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

[Signature]
 Notary Public

My commission expires:
4/29/97

"OFFICIAL SEAL"
 K. MILLER
 Notary Public, State of Illinois
 My Commission Expires 4/29/97

APR 26 1996

STATE OF MISSOURI)
) SS
 CITY OF ST. LOUIS)

On this 5th day of April, 1996, personally appeared [Signature] known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Vice President of Mercantile Bank of St. Louis National Association, a bank organized under the laws of the United States of America, and acknowledged to me that he executed said instrument for the purposes and considerations therein expressed, and as the free act of said bank.

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IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

[Signature]
 Notary Public

My commission expires:
Nov. 2, 1998

DOROTHY E. H. McCOY
 Notary Public - Notary Seal
 STATE OF MISSOURI
 St. Louis City
 My Commission Expires Nov. 2, 1998

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