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2000-09-18 15:36:27

29.00

Cook County Recorder

27.00

INSTRUMENT PREPARED BY: ALLEN C. WESOLOWSKI MARTIN & KARCAZES, LTD. 30 N. LaSalle St. - Suite 4020 Chicago, IL 60602



PLEASE MAIL TO: CHICAGO COMMUNITY BANK 1110 W. 35th Street Chicago, IL 60609

787/94804 C52004514810L

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, STANDARD BANK AND TRUST COMPANY, as Trustee under Trust Agreement dated July 14, 2000 and known as Trust Number 16669 (heremafter called "Assignor"), the owner of the premises located at 13248 S. 76th Avenue in the City of Palos Heights, County of Cook, State of Illinois, and legally described in Exhibit A attached hereto, does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, absolutely and unconditionally transfers, sells, assigns and sets over unto CHICAGO COMMUNITY BANK, whose principal place of business is at 1110 W. 35th Street, Chicago, Illinois 60609 (hereinafter called "Assignee), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Note executed and (el vered by Assignor and secured by a certain Mortgage made by Assignor's beneficiary to Assignee, dated September 8, 2000, and recorded in the Office of the Recorder of Deeds of Cook County, Illingis, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of sail tremises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevectory appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or crait existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as



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it may determine, on account of the following:

- 1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the enforcement of this Agreement.
- 2. Reasonable expenses incident to the management and operation of said premises, including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.
 - 3. Taxes and assessments levied against said premises.
- 4 Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.
 - 5. Any remaining rents, issues or profits shall be paid to Assignor.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein

The Assignor hereby agrees to save, defend, indemnify and hold harmless. Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

This Assignment of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

This Assignment is executed by Standard Bank and Trust Company as Trustee under its Trust No. 16669 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable

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against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this Assignment or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this Assignment, by enforcement of the lien hereof, and no duty shall rest upon said bank to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

IN WITNESS WHEREOF, the Assignor has executed this instrument and the Assignee has accepted delivery of this instrument as of the 8th day of September, 2000.

| 500 | | STANDARD BANK AND TRUS COMPANY as Trustee under Tru Agreement dated July 14, 2000 and known Trust No. 16669 | ust |
|--------------------|------------------------------|--|-----|
| Attest: | 77 | 1140111011000 | |
| Jeg ist | 3 05 | Patricia Rabbie | |
| Secretary | () | Vice President | |
| Joanne Espo | sito, A. L. T. O. | Patricia Ralphson, T. O. | • |
| State of Illinois |) | | |
| |) ss. | * O. | |
| County of Cook |) | 45. | |
| The undersi | gned, a Notary Public in and | for said county, in the aforesaid State, do here | by |
| certify that Danie | ofo Dolaharan T O 0 I | moof STANDAR | מנ |

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that <u>Patricia Ralphson</u>, T. O. & Joanne esposito, A. L. T of STANDARD BANK AND TRUST COMPANY, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such <u>T. O.</u> President and <u>A. L. T.O.</u> Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Dated: September 8, 2000

Maller Provisions of Notary Public

"OFFICIAL SEAL"
Mariene Hebert
Notary Public, State of Illinois
My Commission Expires 13-14-03

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EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL 1:

LOT 1 (EXCEPT THAT PART OF SAID LOT 1 BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER THEREOF AND RUNNING THENCE SOUTH 0 DEGREES, 04 MINUTES, 20 SECONDS WEST ON THE EAST LINE OF SAID LOT 1 A DISTANCE OF 90.00 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST 3.00 FZET; THENCE SOUTH 0 DEGREES, 00 MINUTES, 00 SECONDS WEST 6.00 FEET: THENCE SOUTH 33 DEGREES, 08 MINUTES, 29 SECONDS WEST 9.01 FEET: THENCE SOUTH 77 DEGREES, 54 MINUTES, 43 SECONDS WEST 9.00 FEET; THENCE SOUTH 66 DEGREES, 36 MINUTES, 43 SECONDS WEST 15.02 FEET; THENCE SOUTH 51 DEGREES, 04 MINUTE'S, 40 SECONDS WEST 19.99 FEET; THENCE SOUTH 39 DEGREES, 16 MINUTES, 52 SECOND'S WEST 19.72 FEET; THENCE NORTH 50 DEGREES, 43 MINUTES, 10 SECONDS WEST 77.72 FEET TO AN ANGLE POINT ON THE WEST LINE OF SAID LOT 1; THENCE NORTH O DEGREES, 00 MINUTES, 00 SECONDS EAST ON SAID WEST LINE 90.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ON THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 118.81 FEET TO THE POINT OF BEGINNING) IN BURNSIDE'S CLUBHOUSE RESUBDIVISION, BEING A RESUBDIVISION OF PART OF OUTLOT "A" AND PART OF COLF OUTLOT IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 3, BEING A SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NCPTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH PART OF GCLF OUTLOT IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 2. A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SAID SECTION 36, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF GOLF OUTLOT IN BURNSIDE'S OAK HILLS COUNTRY CLUB VILLAGE SUBDIVISION UNIT 2, BEING A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 37 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF LOT 1 IN BURNSIDE CLUBHOUSE RESUBDIVISION AFOREDESCRIBED AND RUNNING THENCE NORTH 30 DEGREES, 00 MINUTES, 00 SECONDS WEST ON THE NORTHWESTERLY PROLONGATION OF A WESTERLY LINE OF SAID LOT 1 A DISTANCE OF 13.81 FEET; THENCE NORTH 29 DEGREES, 02 MINUTES, 20 SECONDS EAST 40.53 FEET; THENCE SOUTH 84 DEGREES, 28 MINUTES, 15 SECONDS EAST 24.68 FEET; THENCE SOUTH

30 DEGREES, 00 MINUTES, 00 SECONDS EAST 20.52 FEET TO A NORTHWESTERLY LINE

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OF SAID LOT 1; THENCE SOUTH 60 DEGREES, 00 MINUTES, 00 SECONDS WEST ON SAID NORTHWESTERLY LINE 54.84 FEET TO THE POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Numbers:

23-36-303-165-0000 and 23-36-303-168-0000

Common Address: 13248 S. 76th Avenue, Palos Heights, Illinois

Property of Cook County Clark's Office