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Cook County Recorder

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RECORDATION REQUESTED BY: PLAZA BANK

7460 W. IRVING PARK ROAD NORRIDGE, IL 60634

WHEN RECORDED MAIL TO:

PLAZA BANK 7460 W. IRVING PARK ROAD NORRIDGE, IL 60634



FOR RECORDER'S USE ONLY

881975

This Assignment of Rents prepared by:

7460 W. Irving Park Road

Norridge, IL 60634

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS IS DATED NOVEMBER 29, 2000, between Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November \$, 2000 and Known as Trust No. 1109162, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor"); and PLAZA BANK, whose address is 7460 W. IRVING PARK ROAD, NORRIDGE, IL 60634 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

THAT PART OF BLOCK 16 IN UNIT 4 IN HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD_PRINCIPAL MERIDIAN, **DESCRIBED AS FOLLOWS:**

COMMENCING AT THE NORTHEAST CORNER OF EAST AVENUE AND BRIARWOOD, AS SHOWN ON SAID SUBDIVISION PLAT; THENCE EASTERLY ON THE NORTHERLY LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING EASTERLY ON THE NORTH LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 150 FEET; THENCE NORTHERLY AT RIGHT ANGLES, A DISTANCE OF 140 FEET TO THE SOUTHERLY LINE OF IRVING PARK ROAD; THENCE WESTERLY ON SAID IRVING PARK ROAD, A DISTANCE OF 150 FEET; THENCE SOUTHERLY A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

The Real Property or its address is commonly known as 1921 W. Irving Park Road, Hanover Park, IL. The Real Property tax identification number is 06-25-420-009-0000.

DEFINITIONS. The following words shall have the following meanings when used in this Assignment. Terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

Assignment. The word "Assignment" means this Assignment of Rents between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Rents.

BOX 333-CTI

TERMS:

attached to this Assignment.

Borrower. The word "Borrower" means James Pappas.

Default set forth below in the section titled "Events of Default." Event of Default. The words "Event of Default" mean and include without limitation any of the Events of

grant a security interest in Grantor's interest in the Rents and Personal Property to Lender and is not Note, is signing this Assignment only to grant and convey that Grantor's interest in the Real Property and to without limitation all Grantors named above. Any Grantor who signs this Assignment, but does not sign the Grantor. The word "Grantor" means any and all persons and entities executing this Assignment, including

personally liable under the Note except as otherwise provided by contract or law.

together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower, hereafter may become otherwise unenforceable. Specifically, without limitation, this Assignment secures, in hereafter may become barred by any statute of limitations, and whether such indebtedness may be or whether obligated as guarantor or otherwise, and whether recovery upon such Indebtedness may be or contingent, liquidated or unliquidated and whether Borrower may be liable individually or jointly with others, unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, absolute or against Borrawer, or any one or more of them, whether now existing or hereafter arising, whether related or plus interest hereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender this Assignment. In addition to the Note, the word "Indebtedness" includes all obligations, debts and liabilities, to enforce obligations of Grantor under this Assignment, together with interest on such amounts as provided in amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any

Lender. The word "Lender" means PLAZA BANK, its successors and assigns. in the aggregate \$1,000,000.00.

Note. The word "Note" means the promissory note or credit agreement dated November 20, 2000, in the

modifications of, refinancings of, consolidations of and substitutions for the promissory note or agreement. original principal amount of \$340,000.00 from Brittower to Lender, together with all renewals of, extensions of,

the "Assignment" section. Property. The word "Property" means the real property and all improvements thereon, described above in The interest rate on the Note is 10,250%.

Real Property. The words "Real Property" mean the property, interests and rights described above in the "Property Definition" section.

Related Documents. The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and cocuments, whether now or hereafter montgages, deeds of trust, and all other instruments, agreements and cocuments, whether now or hereafter existing, executed in connection with the Indebtedness.

whether due now or later, including without limitation all Rents from all leasn's described on any exhibit Rents. The word "Rents" means all rents, revenues, income, issues, profits and proceeds from the Property,

AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING OF ANY AND ALL OBLIGATIONS OF GRANTOR AND BORROWER UNDER THE NOTE, THIS ASSIGNMENT, THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency, to the extent Lender is otherwise entitled to a claim for deficiency, before or after including a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Assignment is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Assignment and to hypothecate the Property; (c) the provisions of this Assignment on not result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate on softened and on a continuing basis information about Borrower's financial condition; and (e) Lender obtaining from Borrower on a continuing basis information about made no representation to Grantor about Borrower (including without limitation the creditworthiness of

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(Continued)

Borrower).

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Document, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE RENTS. With respect to the Rents, Grantor represents and warrants to Lender that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power, and authority to enter into this Assignment and to assign and convey the Rents to conder.

No Prior Assignment. Granter has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Agreement.

LENDER'S RIGHT TO COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send noticer to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all enryleyees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements chall other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem reported in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as whider may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor and Borrower's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law. If, however, payment is

made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (a) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (b) by reason of any settlement or compromise of any claim made by Lender with any claim property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimsont property, or (c) by reason of any settlement or compromise of any claim made by Lender with any claimsont property, or (c) by reason of any settlement or compromise of any claim and by Lender with any claimsont (including without limitation Borrower), the indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment of this Assignment or all the received by Lender, and Grantor shall be bound by any exidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

EXPENDITIBES BY LENDER If Grantor fails to comply with any provision of this Assignment or it any action or

EXPENDITURES BY LENDER. If Grantor fails to comply with any provision of this Assignment, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate provided for in the Mote from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Mote and be apportioned among and be payable with any installment payments to be detected to the balance of the Mote and be apportioned among and be payable with any installment payments to be come due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Mote, or become due during either (i) the term of any applicable insurance policy or (iii) the remaining term of the Mote, or interested as a balloon payment which will be due and payable at the Mote's maturity. This Assignment also become due during either (i) the term of any applicable insurance policy or (iii) the remaining term of the Mote, or interested as a balloon payment which will be due and payable at the Mote's maturity. This Assignment also become to any remedies to which Lender may remedies to which Lender may remedie to a construct a second of the default as a solution by Lender and the payable at the Mote and t

DEFAULT. Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Assignment:

Default on Indebtedness: Fillure of Borrower to make any payment when due on the Indebtedness.

Compliance Default. Failure of Chantor or Borrower to comply with any other term, obligation, covenant or condition contained in this Assignment, the Note or in any of the Related Documents.

Default in Favor of Third Partie. Should Borrower or any Grantor default under any loan, extension of credity agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Grantor's ability to repay or perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by or on behalf of Grantor or Borrower under this Assignment, the Voce or the Related Documents is false or misleading in any material respect, either now or at the time made or turnished.

Defective Collateralization. This Assignment or a.w. of the Related Documents ceases to be in full force and effect (including failure of any collateral documents to create a valid and perfected security interest or lien) at any time and for any reason.

Other Defaults. Failure of Grantor or Borrower to comply vith any term, obligation, covenant, or condition contained in any other agreement between Grantor or Borrower and Lender.

Death or Insolvency. The death of Grantor or Borrower or the dissolution or termination of Grantor or a Borrower, the appointment of a Borrower's existence as a going business, the insolvency of Grantor or Borrower, the penetit of creditors, any assignment for any part of Grantor or Borrower's property, any assignment in the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or Borrower.

Foreclosure, Forfeiture, etc. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, reposesession or any other method, by any creditor of Grantor or by any governmental agency against any of the Property. However, this subsection shall not apply in the event of a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the otals of the foreclosure or dispute proceeding, provided that Grantor gives Lender written notice of such claim and turnishes reserves or a surety bond for the claim satisfactory to Lender.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure the Event of Default.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

insecutity. Lender reasonably deems itself insecure.

Right to Cure. If such a failure is curable and if Grantor or Borrower has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured (and no farent of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure Event of Default will have occurred) if Grantor or Borrower, after Lender sends written notice demanding cure of such failure: (a) cures the failure within fifteen (15) days; or (b) if the cure requires more than fifteen (15) days, immediately initiates ateps sufficient to produce compliance as soon as reasonably practical, reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RICHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or

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remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Borrower to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Borrower would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor or Borrower, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Collect Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney—in—fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a spostantial amount. Employment by Lender shall not disqualify a person from serving as a

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or

Waiver; Election of Remedies. A waiver by any party of a breach of a provision of this Assignment shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor or Borrower under this Assignment after failure of Grantor or Borrower to perform shall not affect Lender's right to declare a default and exercise its remedies under this Assignment.

If Lender institutes any suit or action to enforce any of the terms of this Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and atte insurance, to the extent permitted by applicable law. Borrower also will pay any court costs, in addition to all other sums provided by law. Attorneys' Fees; Expenses.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law. This Assignment has been delivered to Lender and accepted by Lender in the State of Illinois. This Assignment shall be governed by and construed in accordance with the lews of the State of Illinois.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Assignment by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified to be stricken and all other provisions of this Assignment in all other respects shall remain valid and enforceable

Successors and Assigns. Subject to the limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

GRANTOR:

Walver of Homestead Exemption. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

Walvers and Consents. Lender shall not be deemed to have waived any rights under this Assignment (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other provision of this Assignment shall not constitute a waiver of or prejudice the party's waiver by any party of a provision of this Assignment shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender for any course of dealing between Lender and Grantor or Borrower, shall constitute a waiver of any of Lender of Grantor or Borrower's obligations as to any future transactions. Whenever consent by Lender is required in this Assignment, the granting of such consent is required.

Constitute continuing consent to subsequent instances where such consent is required.

GRANTOR ACRIOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT OF RENTS, AND

My commission expires Notary Public in and for the State of Residing at λg **50** 💆 day of Given under my hand and official seal this mentioned. they signed the Assignment as their free and voluntary act and deed, for the uses and purposes therein me known to be the individuals described in and who executed the Assignment of Rants, and acknowledged that pue : On this day before me, the undersigned Matary Public, personally appeared COUNTY OF 88 (**30 STATS** INDIVIDUAL ACKNOWLEDGMENT See Notary Acknowledd Lent Attached yoweecoud s duspuid isonnikeo \$61-316-6-91-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-10-06-1-1 as Trust No. 1109162 Chicago Title Land Trust Company, as Trustee under Trust Agreement dated November 9, 2000 and Known

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.29a (C) Concentrex 2000 All rights reserved. [IL-G14 E3.28 F3.28 11125466.LN C1.OVL]

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EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 1109162 ATTACHED TO AND MADE A PART OF THAT

ASSIGNMENT OF RENTS

dated November 20, 2000

with

PLAZA BANK whose address is 7460 W. Irving Park Road, Norridge, IL

It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are. nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust of operty specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against CHICAGO TITLE LAND TRUST COMPANY, on account of this instrument or on account of any waranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained either expressed or implied, all such personal liability, if any of Collins Collins of South So being expressly waived and released.

Date:

November 20, 2000

CHICAGO TITLE LAND TRUST COMPANY as Trustee as aforesaid and not personally

By:

Officer / Authorized Signator

State of Illinois **County of Cook**

SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Officer/Authorized Signator of CHICAGO TITLE LAND TRUST COMPANY, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Offficer/Authorized Signator, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notorial Seal this 2 day of 100

2000.