



Prepared By:
Allen C. Wesolowski
Martin & Karcazes, Ltd.
161 N. Clark Street - Suite 550
Chicago, Illinois 60601

Mail to:
The First Commercial Bank
6945 N. Clark Street
Chicago, IL 60626

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ASSIGNMENT OF LEASES AND RENTS
8003331 JLD CTI

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Standard Bank and Trust Company, as Trustee under Trust Agreement dated October 1, 1992 and known as Trust Number 13518 (hereinafter called "Assignor"), the owner of the premises legally described as follows:

PARCEL 1: (LEGAL DESCRIPTION OF OUTLOT 1, EXCEPT THE WEST 20 FEET THEREOF)

THAT PART OF BLOCKS 3, 4, 5, 6, 7 AND 8 IN PETER SHIMP'S SUBDIVISION OF THAT PART OF SOUTHEAST QUARTER OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE R.I.R.R. TOGETHER WITH THE VACATED ALLEYS AND VACATED STREETS AND STREETS TO BE VACATED (EXCEPTING THE WEST 7 FEET OF SAID BLOCKS 3, 6 AND 7 TAKEN FOR WIDENING SOUTH WENTWORTH AVENUE) IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

(NOTE: THE WEST LINE OF SAID TRACT IS DUE NORTH SOUTH FOR THE FOLLOWING COURSES)

BEGINNING AT THE SOUTH WEST CORNER OF SAID TRACT: THENCE DUE NORTH ON THE WEST LINE OF SAID TRACT 203 FEET; THENCE NORTH 89 DEGREES 45 MINUTES EAST, PARALLEL WITH THE SOUTH LINE OF SAID TRACT, 158 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES EAST 45.39 FEET; THENCE SOUTH 19 DEGREES 27 MINUTES 30 SECONDS EAST, 22.0 FEET TO A POINT IN A LINE THAT IS 206 FEET EAST OF SAID WEST LINE; THENCE DUE SOUTH ON SAID LINE, 7 FEET TO A POINT IN A LINE THAT IS 153 FEET NORTH OF THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES WEST ON SAID LINE 6.0 FEET TO A POINT IN A LINE THAT IS 199 FEET EAST OF SAID WEST LINE; THENCE DUE SOUTH ON SAID LINE, 153 FEET TO THE SAID SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES WEST ON SAID LINE, 199.0 FEET TO THE PLACE OF BEGINNING, EXCEPT THE WEST 20 FEET THEREOF.

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PARCEL 2: (WEST 20 FEET OF OUTLOT 1)

AN UNDIVIDED ONE-HALF (½) INTEREST AS A TENANT IN COMMON WITH THE GRANTOR IN THAT PART OF BLOCKS 3, 4, 5, 6, 7 AND 8 IN PETER SHIMP'S SUBDIVISION OF THAT PART OF SOUTHEAST QUARTER OF THE SOUTHEAST ¼ OF SECTION 9, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING WEST OF THE R.I.R.R. TOGETHER WITH THE VACATED ALLEYS AND VACATED STREETS AND STREETS TO BE VACATED (EXCEPTING THE WEST 7 FEET OF SAID BLOCKS 3, 6, AND 7 TAKEN FOR WIDENING SOUTH WENTWORTH AVENUE) IN COOK COUNTY, ILLINOIS, TAKEN AS A TRACT, DESCRIBED AS FOLLOWS:

(NOTE: THE WEST LINE OF SAID TRACT IS DUE NORTH-SOUTH FOR THE FOLLOWING COURSES)

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT; THENCE DUE NORTH ON THE WEST LINE OF SAID TRACT 203 FEET; THENCE NORTH 89 DEGREES 45 MINUTES EAST, PARALLEL WITH THE SOUTH LINE OF SAID TRACT 20 FEET; THENCE DUE SOUTH 203 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE SOUTH 89 DEGREES 45 MINUTES WEST ON SAID LINE 20 FEET TO THE POINT OF BEGINNING.

PIN: 20-09-420-038-0000 and 20-09-420-039-0000

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 The First Commercial Bank, whose principal place of business is at 6945 N. Clark Street, Chicago, Illinois 60626 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of a certain Note executed and delivered by Assignor's beneficiary, secured by a certain Mortgage made by Assignor, dated September 26, 2002, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, 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 said premises, 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 irrevocably 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 oral, 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

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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 it may determine, on account of the following:

1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
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 remedy or 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.

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 instrument is executed by Standard Bank and Trust Company, as Trustee under Trust Agreement dated October 1, 1992 and known as Trust Number 13518 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal

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This ASSIGNMENT OF RENTS is executed by STANDARD BANK AND TRUST COMPANY, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in said principal or interest notes contained shall be construed as creating any liability on the said First Party or on said STANDARD BANK AND TRUST COMPANY personally to pay the said principal notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by said party of the second part and by every person now or hereafter claiming any right or security hereunder, and that so far as the party of the First Part and its successor and said STANDARD BANK AND TRUST COMPANY personally are concerned, the legal holder or holders of said principal and interest notes and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises therein conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note, provided.

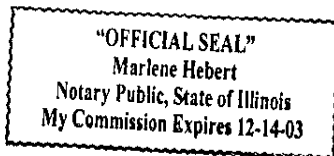
STATE OF ILLINOIS

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COUNTY OF COOK

I, the undersigned, a Notary Public, in the State aforesaid, DO HEREBY CERTIFY, that Patricia Ralphson and Thomas P. Mulqueen, of the STANDARD BANK AND TRUST CO. and of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such T.O. and T.O., 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, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said T.O. then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as aforesaid, for the uses and purposes there set forth.

GIVEN under my hand and notarial seal, this 27th day of September, ~~xxx~~ 2002.



Marlene Hebert
NOTARY PUBLIC

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