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**ABSOLUTE ASSIGNMENT
OF RENTS AND LESSOR'S
INTEREST IN LEASES**

ASSIGNOR:

**Ricardo Jimenez and Evelia Jimenez
4228 South Ashland Avenue
Chicago, IL 60609**

ASSIGNEE:

**First Bank of the Americas, S.S.B.
5310 W. Cermak Road
Cicero, IL 60609**



**Doc#: 0403310086
Eugene "Gene" Moore Fee: \$42.00
Cook County Recorder of Deeds
Date: 02/02/2004 02:04 PM Pg: 1 of 10**

RECORDER'S STAMP

THIS ABSOLUTE ASSIGNMENT, is made as of December 22, 2003, by RICARDO JIMENEZ AND EVELIA JIMENEZ ("Assignor") in favor of FIRST BANK OF THE AMERICAS, S.S.B. ("Assignee").

WITNESSETH:

Assignor, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, does hereby absolutely bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of Assignor in, to and under the leases of the real estate described in Exhibit "A" attached hereto and made a part hereof (the "Premises") whether now in existence or hereafter entered into and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases" and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises.

This Assignment is made for the purpose of securing:

- A. The payment of the indebtedness (including any extensions or renewals thereof) evidenced by that certain Note (the "Note") of Assignor of even date herewith in the principal sum of ONE HUNDRED TWENTY THOUSAND AND 00/100THS (\$120,000.00) DOLLARS and secured by a certain Mortgage and Security Agreement ("Mortgage") dated of even date herewith encumbering the Premises; and
- B. The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and
- C. The performance and discharge of each and every term, covenant and condition contained in the Note, Mortgage and other instruments constituting security for the Note.

Assignor represents and warrants to, and covenants and agrees with Assignee as follows:

- 1. That the sole ownership of the entire lessor's interest in the Leases is, or, as to future Leases, shall be vested in Assignor, and that Assignor has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.
- 2. That the Leases are and shall be valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any rents hereunder been collected more than one month in advance nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

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ATGF, INC

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3. That none of the Leases shall be, except for the enforcement of the specific terms of the Leases, altered, modified, amended, terminated, cancelled, extended, renewed or surrendered nor will rents be collected more than one month in advance nor will any term or condition thereof be waived nor shall Assignor consent to any assignment or subletting by any lessee thereunder without the prior written approval of Assignee.

4. That, except for the leases previously reported to Assignee by Assignor in writing, there are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

5. That no lessee under any Lease has any defense, set-off or counterclaim against Assignor and that no lessee under any Lease has been granted any rent concessions not heretofore disclosed to Assignee in writing.

6. That Assignor shall, if requested by Assignee, give prompt notice to Assignee of any notice received by Assignor claiming that a default has occurred under any of the Leases on the part of Assignor, together with a complete copy of any such notice.

7. That each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

8. That Assignor will not permit any Lease to become subordinate to any lien other than the lien of the Mortgage.

9. There shall be no merger of the Leases, or any of them, by reason of the fact that the same person may acquire or hold directly or indirectly the Leases, or any of them, as well as the fee estate in the Premises or any interest in such fee estate.

The parties further agree as follows.

This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until a written notice is sent to Assignor advising that a default has occurred under the terms and conditions of the Note, Mortgage or any other instrument constituting additional security for the Note (which notice is hereafter called a "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the Premises.

In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the Premises and under any and all Leases of all or any part of the Premises. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

Assignor hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of a Notice, to demand, collect, receive and give complete acquittance for any and all rents, income and profits accruing from the Premises, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessees of the Premises are hereby expressly authorized and directed to pay any and all amounts due Assignor pursuant to the Leases to Assignee or such nominee as Assignee may designate in a writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

From and after service of a Notice, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the Premises, or any part thereof, with or without force and with or without process of law and take possession of all or any part of the Premises together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of a Notice, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and operating the Premises and of any indebtedness or liability of Assignor to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the Premises or of making the same rentable, reasonable attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Assignor to Assignee on the Note and the Mortgage, all in such order as Assignee may determine. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the Premises by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any lessee, licensee, employee or stranger.

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Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any liability, loss or damage incurred by Assignee under the Leases until such time as Assignee shall actually take possession of the Premises. Nothing herein contained shall be construed as constituting Assignee a mortgagee in possession of the Premises in the absence of the actual taking of possession of the Premises by Assignee.

Waiver of or acquiescence by Assignee of any default by Assignor, or failure of Assignee to insist upon strict performance by Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note, the Mortgage or any other instrument constituting security for the Note, or at law or in equity.

If any term of this Assignment, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Assignment, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

All Notices required or permitted under this instrument shall be in writing and shall be by: (i) hand delivery to the addresses for notices; or (ii) delivered by overnight courier service to the addresses for notices; or (iii) by certified mail, return receipt requested, addressed to the addresses for notice by United States Mail, postage prepaid.

All notices shall be deemed received upon the earliest to occur of: (i) the hand delivery of such notice to the addresses for notice; (ii) one day after the deposit of such notice with an overnight courier service addressed to the addresses for notice; or (iii) three days after depositing the notice in the United States Mail as set forth in (iii) above. All notices shall be addressed to the following addresses:

Assignor: Ricardo Jimenez and EVELIA Jimenez
4228 South Ashland Avenue
Chicago, IL 60609

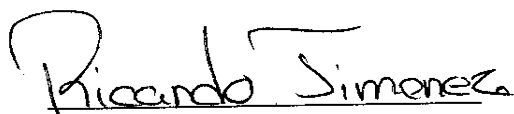
Assignee: First Bank of the Americas, S.S.B.
5310 West Cermak Road
Cicero, IL 60804
Attention: Pamela S. Voss

or to such other person or at such other place as any party hereto may by notice designate as a place for service of notice.

The term "Assignor" and "Assignee" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

This Assignment may not be amended, modified or changed nor shall any waiver of any provisions hereof be effective, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

IN WITNESS WHEREOF, this Absolute Assignment has been executed as of the date first above written.



Ricardo Jimenez



Evelia Jimenez

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12 IN BLOCK 1 IN W.L. SAMPSON'S SUBDIVISION OF THE EAST ½ OF BLOCK 1 IN W.L. SAMPSON SUBDIVISION OF NORTH EAST ¼ OF THE SOUTH EAST ¼ OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPT THAT PART LYING EAST OF A LINE 50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: # 20-06-406-035-0000

Commonly Known As: 4326 S. Ashland , Chicago, IL 60609

PROPERTY OF THE HOMESTEAD PROPERTY

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that **Ricardo Jimenez and Evelia Jimenez**, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 22nd day of December, 2003.

My Commission Expires:

1-24-06

Michelle A. Krylowicz
Notary Public



This document prepared by
And after recording return to:
First Bank of the Americas, SSB
5310 West Cermak Road
Cicero, IL 60804

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PAYMENT RIDER

THIS PAYMENT RIDER is made this22nd..... day ofDecember, 2003..... and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("the Borrower") to secure Borrower's Note to ..FIRST BANK OF THE AMERICAS, SSB, 5310 W..... CERMAK ROAD, CICERO, IL 60804..... ("the Lender") of the same date and covering the property described in the Security Instrument and located at: 4326 S. Ashland, Chicago, IL 60609..... [Property Address]

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PERIODIC PAYMENTS OF PRINCIPAL AND INTEREST

The Note provides for periodic payments of principal and interest as follows:

3. PAYMENTS

(A) Periodic Payments

I will pay principal and interest by making periodic payments when scheduled:

I will make payments of \$ each on the of each beginning on

I will make payments as follows: 83 monthly payments of \$868.43 beginning 02-01-2004.

In addition to the payments described above, I will pay a "Balloon Payment" of \$..94,111.34..... on 01-01-2011..... The Note Holder will deliver or mail to me notice prior to maturity that the Balloon Payment is due. This notice will state the Balloon Payment amount and the date that it is due.

(B) Maturity Date and Place of Payments

I will make these payments as scheduled until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My periodic payments will be applied to interest before Principal. If, on 01-01-2011....., I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

MULTIPURPOSE FIXED RATE PAYMENT RIDER (MULTISTATE)

Bankers Systems, Inc., St. Cloud, MN Form MPFR-PR 8/25/2000
ref: MPFR-MN

(page 1 of 2 pages)

R.J. E.J.

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Bankers Systems, Inc., St. Cloud, MN Form MFR-PR 8/25/2000

(page 2 of 2 pages)

Property of Cook County Clerk's Office

.....
 (Seal)
 Evella Jimenez
 -Borrower

.....
 (Seal)
 Ricardo Jimenez
 -Borrower

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Payment Rider.

I will make my periodic payments at 5310 W. CERMAK ROAD, CICERO, IL 60804

 or at a different place if required by the Note Holder.
 B. FUNDS FOR TAXES AND INSURANCE
 Uniform Covenant 3 of the Security Instrument is waived by Lender.

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BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this22nd..... day of December, 2003....., and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to FIRST BANK OF THE AMERICAS, SSB, 5310 W. CERMAK ROAD, C. CERO, IL 60804..... ("Lender") of the same date and covering the property described in the Security Instrument and located at: 4326 S. Ashland, Chicago, IL 60609..... [Property Address]

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand Lender may transfer the Note, Security Instrument, and this Rider. Lender or anyone who takes the Note, the Security Instrument, and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of, and with an interest rate equal to the "New Note Rate" determined in accordance with Section 3 below if all the conditions provided in Section 2 and 5 below are met (the "Conditional Refinancing Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance or modify the Note, or to extend the Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinancing Option at maturity, certain conditions must be met as of the Maturity Date. These conditions are: (a) I must still be the owner of the property subject to the Security Instrument (the "Property"); (b) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Maturity Date; (c) the New Note Rate cannot be more than five percentage points above the Note Rate; and (d) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW NOTE RATE

The New Note Rate will be a fixed rate of interest equal to Fannie Mae's required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus one-half of

Form 3180 1/01 (rev. 9/01)



P N O A O

R.S. *E.S.*

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Bankers Systems, Inc., St. Cloud, MN Form BR-3190 9/13/2001

Form 3180 1/01 (rev. 9/01)
[Sign Original Only]

Borrower
(Seal)

Evelia Jimenez

Borrower
(Seal)

Ricardo Jimenez

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Balloon Rider

The Note Holder will notify me at least 60 calendar days in advance of the Maturity Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Maturity Date. The Note Holder also will advise me that I may exercise the Conditional Refinancing Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title, and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinancing Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinancing Option by notifying the Note Holder no later than 45 calendar days prior to the Maturity Date. The Note Holder will calculate the fixed New Note Rate based upon Fannie Mae's applicable published and as calculated in Section 3 above. I will then have 30 calendar days to provide the Note Holder with acceptable proof of my required ownership. Before the Maturity Date, the Note Holder will advise me of the new interest rate (the New Note Rate), new monthly payment amount, and a date, time, and place at which I must appear to sign any documents required to complete the refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with updating the title insurance policy, if any.

5. EXERCISING THE CONDITIONAL REFINANCING OPTION

Provided the New Note Rate as calculated in Section 3 above is not greater than five percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the New Note at the New Note Rate in equal monthly payments. The result of this calculation will be the amount of my new principal and interest payment every month until the New Note is fully paid.

4. CALCULATING THE NEW PAYMENT AMOUNT

New Note Rate by using comparable information. Refinancing Option. If this required net yield is not available, the Note Holder will determine the (the "New Note Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional one percentage point (0.5%), rounded to the nearest one-eighth of one percentage point (0.125%)

Property

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NON-OWNER OCCUPANCY RIDER

THIS NON-OWNER OCCUPANCY RIDER is made this 22nd day of December, 2003
 _____, and is incorporated into and shall be deemed to amend and
 supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date
 given by the undersigned (the "Borrower") to secure Borrower's Note to FIRST BANK OF THE
AMERICAS, SS3, 5310 W. CERMAK ROAD, CICERO, IL 60804
 _____ (the "Lender")
 of the same date, and covering the Property described in the Security Instrument and located at:
4326 S. Ashland, Chicago, IL 60609

 [Property Address]

In modification of and notwithstanding the provisions of Section 6 of the Security Instrument,
 Borrower represents that (s)he does not intend to occupy the property described in the Security Instrument
 as a principal residence.

BY SIGNING BELOW, Borrower agrees to the representations contained in this Non-Owner Occupancy
 Rider.

Ricardo Jimenez (SEAL)
 Ricardo Jimenez Borrower
Evelia Jimenez (SEAL)
 Evelia Jimenez Borrower