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Doc#: 0422246036
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 08/09/2004 09:07 AM Pg: 1 of 7

TICOR TITLE

ASSIGNMENT OF RENTS AND LEASES

Oak Lawn, Illinois

July 12, 2004

KNOW ALL MEN BY THESE PRESENTS, that HERITAGE STANDARD BANK AND TRUST COMPANY, an Illinois corporation, not personally but as a Trustee under the provisions of a Deed or Deeds in Trust duly recorded and delivered to said Bank in pursuance of a Trust Agreement dated May 14, 1985 and known as Trust Number 9635, (hereinafter called First Party), in consideration of Ten Dollars (\$10.00) in hand paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, does hereby assign, transfer and set over unto: FIRST UNITED BANK, its successors and assigns (hereinafter called the Second Party), all the rents, earnings, income, issues and profits of and from the real estate may hereafter become due, payable or collectible under or by virtue of any lease, whether written or verbal, or any letting of, possession of, or any agreement for the use or occupancy of, any part of the real estate and premises hereinafter described, which said First Party may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by the Second Party under the powers hereinafter granted to it: being the intention hereof to hereby make and establish an absolute transfer and assignment of all such leases and agreements and all the rents, earnings, issues, income, and profits thereunder, unto the Second Party herein, all relating to the real estate situated in the County of Cook and State of Illinois, and described as follows, to-wit:

**SEE ATTACHED EXHIBIT A FOR LEGAL DESCRIPTION
WHICH IS MADE A PART HEREOF.**

This Assignment is made and given as security for (i) the payment in full of all principal of and interest on a certain promissory note executed by First Party and payable to the order of Second Party, as follows: a promissory note in the amount of \$2,500,000.00 dated July 12, 2004 and any modification, extension, renewal, replacement or substitution thereof (collectively the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage dated July 12, 2004, executed by First Party in favor of Second Party (the "Mortgage") conveying and mortgaging the real estate described in Exhibit A, as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Second Party in realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or

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Second Party (the "Mortgage") conveying and mortgaging the real estate described in Exhibit A, as security for the Note and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Second Party in realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

This Assignment shall not become operative until a default exists in the payment of principal or interest or in the performance of the terms or conditions contained in the Mortgage herein referred to and in the Notes secured thereby.

Without limitation of any of the legal rights of Second Party as the absolute assignee of the rents, issues and profits of said real estate and premises above described, and by way of enumeration only, First Party hereby covenants and agrees that in the event of any default by the First Party under the said Mortgage above described, the First Party will, whether before or after the note or notes secured by said Mortgage is or are declared to be immediately due in accordance with the terms of said Mortgage or whether before or after the institution of any legal proceedings to foreclose the lien of said Mortgage or before or after any sale therein forthwith, upon demand of Second Party, surrender to Second Party, and Second Party shall be entitled to take actual possession of the said real estate and premises hereinabove described or of any part thereof, personally or by its agents or attorneys, as for condition broken, and in its discretion, may with or without force and with or without process of law and without any action on the part of the holder or holders of the indebtedness secured by said Mortgage enter upon, take and maintain possession of all or any part of said real estate and premises herein above described, together with all documents, books, records, papers and accounts of First Party relating thereto, and may exclude the First Party, its agents, or servants, wholly therefrom, and may in its own name, as assignee under this assignment, hold, operate, manage and control the said real estate and premises hereinabove described and conduct the business thereof, either personally or by its agents and may, at the expense of the mortgaged property, from time to time, either by purchase, repair or construction, make all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments, and improvements to the said real estate and premises as to it may seem judicious and may insure and reinsure the same, and may lease said mortgaged property in such parcels and for such times and on such terms as it may see fit, including leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage and may cancel any lease or sublease for any cause or on any ground which would entitle the First Party to cancel the same, and in every such case the Second Party shall have the right to manage and operate the said real estate and premises; and to carry on the business thereof, as it shall deem best, and the Second Party shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the same, and any part thereof, and, after deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments, and improvements, and all payments which may be made for taxes, assessments, insurance, and prior or proper charges on the said real estate and premises, or any part thereof, including the just and reasonable compensation for the services of the Second Party and of its attorneys, agents, clerks, servants, and others employed by it, properly engaged and employed, for services rendered in connection with the operation, management and control of the mortgaged property and the conduct of the business thereof, and such further sums as may be sufficient to indemnify the Second Party against liability, loss, or damage on account of any

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the said note or notes; (3) to the payment of the principal of said note or notes from time to time remaining outstanding and unpaid; (4) to the payment of any and all charges secured by or created under the said Mortgage above referred to; and (5) to the payment of the balance, if any, after the payment in full of the terms hereinbefore referred to in (1), (2), (3), and (4), to the First Party.

This instrument shall be assignable by Second Party, and all of the terms and provisions hereof shall be binding upon and insure to the benefit of the respective executors, administrators, legal representatives, successors and assigns of each of the parties hereto.

The failure of Second Party, or any of its agents or attorneys, successors and assigns, to avail itself or themselves of any of the terms, provisions, and conditions of this agreement for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any of its, his, or their rights under the terms hereof, but said Second Party, or its agents or attorneys, successors or assigns shall have full right, power and authority to enforce this agreement, or any of the terms, provisions, or conditions hereof, and exercise the powers hereunder, at any time or times that shall be deemed fit. The payment of the note and release of the Mortgage securing said note shall ipso facto operate as a release of this instrument.

This Assignment of Rents is executed by First Party, not personally, but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said First Party hereby warrants that it possesses full power and authority to execute this instrument), 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 First Party 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 First Party 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 hereby conveyed for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said principal note provided.

IN WITNESS WHEREOF, Heritage Standard Bank and Trust Company, not personally but as Trustee as aforesaid, has caused these presents to be signed by its and its corporate seal to be hereunto as the day and year first above written.

~~EXCULPATORY CLAUSE ATTACHED HERETO AND MADE A PART HEREOF.~~

~~HERITAGE~~ HERITAGE STANDARD BANK AND TRUST COMPANY, as Trustee as aforesaid and not personally, u/t/a/d/ 5/14/85, u/t/#9635

By: Patricia Ralphson
its: Patricia Ralphson, A.V.P.

Attest: Donna Diviero
its: Donna Diviero, A.T.O.

NOTARY ATTACHED

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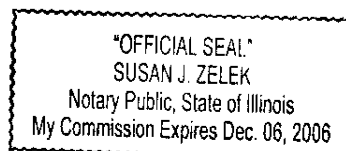
This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. 9635 as aforesaid, in the exercise of power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said Document (all such liability if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said Document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely hold legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. Inevent of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said Trustee, the provisions of this rider shall be controlling.

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Patricia Ralphson of STANDARD BANK & TRUST COMPANY and Dominia Diwiero of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such A.V.P. and A.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, for the uses and purposes therein set forth; and the said A.T.O. did also then and there acknowledge that he/she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 12th day of July, 2004.

Susan J. Zelek
Notary Public



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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, _____, _____, of HERITAGE STANDARD BANK AND TRUST COMPANY, a banking corporation, 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 officers and who appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act and as the free and voluntary act of said Bank, as trustee, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2004.

Notary Public

This document was prepared by:

Edward L. Morrison, Jr.
20280 Governors Highway
Suite 302
Olympia Fields, IL 60461

After recording mail to:

First United Bank
7626 W. Lincoln Hwy.
Frankfort, IL 60423
Attention: Donald Borowski

Property of Cook County Clerk's Office

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EXHIBIT A

That part of the West half of the Northeast quarter of the Southeast quarter (except the West 150 feet thereof, and except that part dedicated for public highway by document 12010923, and that part lying East of that part dedicated for Public Highway by Document No. 12010923). In Section 14 Township 37 North, Range 11 East of the Third Principal Meridian, except that part thereof describe as follows: Commencing at the Northeast corner of the Southeast quarter of said fractional Section 14; thence on an assumed bearing of South 80 degrees 08 minutes 40 seconds West along the North line of said Southeast quarter 883.35 feet to the Westerly right of way line of Illinois Route 83 per dedication aforesaid; thence South 08 degrees 41 minutes 31 seconds East along said Westerly right of way line 409.54 feet to the point of beginning; thence continuing South 08 degrees 41 minutes 31 seconds East along said Westerly right of way line 116.68 feet; thence Southerly 87.46 feet along said Westerly right of way line and a tangential curve concave to the East having a radius of 1453.75 feet and a central angle of 03 degrees 26 minutes 49 seconds; thence South 77 degrees 54 minutes 58 seconds West 10.09 feet to a point on a 1459.50 foot radius curve, the center of circle of said curve bears North 77 degrees 54 minutes 58 seconds East from said point; thence Northerly along said curve 86.40 feet through a central angle of 03 degrees 23 minutes 31 seconds; thence North 08 degrees 41 minutes 31 seconds West 118.33 feet; thence North 81 degrees 18 minutes 29 seconds East 10.00 feet to the point of beginning; and except that part thereof lying South of a line being 306.42 feet North of and parallel with the South line of the West half of the Northeast quarter of the Southeast quarter in the aforesaid Section 14, lying East of a line being 323.93 feet East of and parallel with East line of the West 150.00 feet (being the East line of Commonwealth Edison Company right of way) in the West half of the Northeast quarter of the Southeast quarter in the aforesaid Section 14, all in Cook County, Illinois.

PIN: 22-14-401-019-0000
22-14-401-020-0000

Address: 10800 Route 83, Lemont, IL 60439

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That part of the West half of the Northeast quarter of the Southeast quarter (except the West 150 feet thereof, and except that part dedicated for public highway by document 12010923, and that part lying East of that part dedicated for Public Highway by Document No. 12010923). In Section 14 Township 37 North, Range 11 East of the Third Principal Meridian, except that part thereof describe as follows: Commencing at the Northeast corner of the Southeast quarter of said fractional Section 14; thence on an assumed bearing of South 80 degrees 08 minutes 40 seconds West along the North line of said Southeast quarter 883.35 feet to the Westerly right of way line of Illinois Route 83 per dedication aforesaid; thence South 08 degrees 41 minutes 31 seconds East along said Westerly right of way line 409.54 feet to the point of beginning; thence continuing South 08 degrees 41 minutes 31 seconds East along said Westerly right of way line 116.68 feet; thence Southerly 87.46 feet along said Westerly right of way line and a tangential curve concave to the East having a radius of 1453.75 feet and a central angle of 03 degrees 26 minutes 49 seconds; thence South 77 degrees 54 minutes 58 seconds West 10.09 feet to a point on a 1459.50 foot radius curve, the center of circle of said curve bears North 77 degrees 54 minutes 58 seconds East from said point; thence Northerly along said curve 86.40 feet through a central angle of 03 degrees 23 minutes 31 seconds; thence North 08 degrees 41 minutes 31 seconds West 118.33 feet; thence North 81 degrees 18 minutes 29 seconds East 10.00 feet to the point of beginning; and except that part thereof lying South of a line being 306.42 feet North of and parallel with the South line of the West half of the Northeast quarter of the Southeast quarter in the aforesaid Section 14, lying East of a line being 323.93 feet East of and parallel with East line of the West 150.00 feet (being the East line of Commonwealth Edison Company right of way) in the West half of the Northeast quarter of the Southeast quarter in the aforesaid Section 14, all in Cook County, Illinois.

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