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Eugene "Gene" Moore Fee: \$32.00
Cook County Recorder of Deeds
Date: 11/18/2004 08:27 AM Pg: 1 of 5

INSTRUMENT PREPARED BY:
JAMES A. HASIER
MARTIN & KARCAZES, LTD.
161 N. Clark Street - Suite 550
Chicago, Illinois 60601

PLEASE MAIL TO:
CITIZENS COMMUNITY BANK OF
ILLINOIS, NATIONAL
ASSOCIATION
3322 S. Oak Park Avenue
Berwyn, IL 60402

4336257(3/3) ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LASALLE BANK NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated May 9, 1988 and known as Trust No. 880256 (hereinafter called "Assignor"), the owner of the certain premises at the Southwest corner of 9th avenue and 56th Street in Countryside, Illinois, and commonly known as 9709 West 56th Street, Countryside, Illinois and legally described as follows:

See 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, transfers, sells, assigns and sets over unto CITIZENS COMMUNITY BANK OF ILLINOIS, NATIONAL ASSOCIATION, whose principal place of business is 3322 S. Oak Park Avenue, Berwyn, IL 60402 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor, secured by a certain Mortgage made by Assignor to Assignee, dated November 5, 2004, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, 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 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 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

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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 upon written notice to Assignor of a default under the Mortgage and/or Note (not cured within any applicable cure period) 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 LASALLE BANK NATIONAL ASSOCIATION as Trustee under a Trust Agreement dated May 9, 1988 and known as Trust No. 880256 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 against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this mortgage or the said

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note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this instrument, 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 undersigned have caused this instrument to be executed on the 5th day of November, 2004.

LASALLE BANK NATIONAL ASSOCIATION, as Trustee under a Trust Agreement dated May 9, 1988 and known as Trust No. 880256

Attest: **Attestation not required by LaSalle Bank National Association Bylaws**

By: *Lois Nugent*
Its Asst. Vice President

Its Secretary

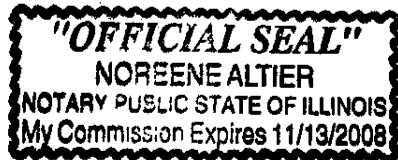
State of Illinois)
) ss.
County of Cook)

Trustee's Exoneration under attached hereto and made a part thereof.

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that LOIS NUGENT and _____, known to me to be the same persons whose name are subscribed to the foregoing instrument and are _____ Secretary and Asst Vice President, respectively, of LASALLE BANK NATIONAL ASSOCIATION, 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 LASALLE BANK NATIONAL ASSOCIATION, as Trustee under Trust No. 880256, with the authority to so act, for the uses and purposes therein set forth.

Date: November 5, 2004

Noreene Altier
Notary Public



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LASALLE BANK NATIONAL ASSOCIATION
 LAND TRUST DEPARTMENT
 RIDER - ASSIGNMENT OF RENTS

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF
 RENTS DATED 11/5/04 UNDER TRUST NO. 880256

This Assignment of Rents is executed by LaSalle Bank National Association, not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle Bank National Association, as trustee, solely in the exercise of the authority conferred upon it as said trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertaking or agreement herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle Bank National Association, individually or as trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage. no personal liability shall be asserted or be enforceable against LaSalle Bank National Association by reason of any of the terms, provisions, stipulations, covenants, indemnifications, warranties and/or statements contained in this instrument.

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EXHIBIT "A"

LOT 12 (EXCEPT THE EAST 33 FEET AND EXCEPT THE SOUTH 33 FEET THEREOF) IN VIAL'S SUBDIVISION, BEING A SUBDIVISION OF THE NORTH ½ OF THE NORTHEAST ¼ OF SECTION 16, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, INCOOK COUNTY, ILLINOIS.

. PIN : 18-16-205-002-0000

Common Address: 9709 West 56th Street, Countryside, Illinois

THIS IS NOT HOMESTEAD PROPERTY

Property of Cook County Clerk's Office