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CT-CP 444  
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Doc#: 0525733140 Fee: \$34.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 09/14/2005 10:20 AM Pg: 1 of 6

PREPARED BY:  
James B. Carroll, Esq.  
7800 West 95th St., 2nd Fl. East  
Hickory Hills, IL 60457  
(708) 430-1300

MAIL TO:  
Heritage Bank  
20201 S LaGrange Road,  
Frankfort, IL 60423.

Property of Cook County Clerk's Office

6  
RHSP

**ASSIGNMENT OF RENTS**

FIRST MIDWEST BANK  
AS SUCCESSOR, NATIONAL

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Lifescapes Development, LLC an Illinois Limited Liability Company, 4711 Baccarrat Ct, Joliet, IL 60431, First Midwest Trust Company, National Association, Successor Trustee to Bremen Bank and Trust Company, Trustee under the terms of a certain Agreement dated January 28, 1980 and known as Trust No.80-1680, 17500 S. Oak Park Ave, Tinley Park, IL 60477 and Krzyminski Enterprises, LLC, 15110 Vail Court, Orland Park, IL 60467, (individually and collectively referred to herein as the "Mortgagor") did execute a Mortgage of same date herewith in favor of Heritage Bank, its successors and assigns, 20201 S LaGrange Road, Frankfort, IL 60423, ("Lender") to secure the Note of Lifescapes@Montefiori, LLC an Illinois Limited Liability Company, to Lender in the principal sum of **Two Million(\$2,000,000.00) Dollars**, and mortgaging the real estate legally described on Exhibit "A" attached hereto and incorporated herein by reference ("Premises" herein) to Lender: and

WHEREAS, Lender is the owner and holder of said Mortgage and the Note secured thereby; and

NOW, THEREFORE, as additional consideration to Lender and to further secure the Note, Borrower hereby absolutely assigns, transfers and sets over unto Lender, its successors or assigns, all the rents, issues and profits now due or which may hereafter become due under or by virtue of any lease, either oral or written, or any letting of, or any agreement for the use or occupancy of any part of the Premises which may be made or agreed to by the Borrower or by the Lender under the power herein granted. It is Borrower's intention hereby to establish an absolute transfer and assignment of all such leases and agreements and all rents, issues and profits thereunder unto the Lender and especially those certain leases and agreements now existing upon the Premises hereinabove described.

Lender will not exercise any rights granted to Lender by this Assignment until after default by Borrower in making any payment due Lender pursuant to the provisions of the Mortgage or the Note or until a default under any other provision of the Note or the Mortgage occurs. Upon any such default by Borrower, Lender may, in Lender's sole discretion;

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A. let and re-let the Premises or any part thereof, according to Lender's discretion, and to bring or defend any suits in connection with the Premises in Lender's name, as Lender may consider expedient, and to make such repairs to the Premises as Lender may deem proper or advisable, and to do anything in and about the Premises that Borrower might do; and

B. collect, use and apply the rents, issues and profits derived from the Premises or any lease thereof toward the payment of any present or future indebtedness or liability of Borrower to Lender, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses for the care and management of the Premises, including, but not limited to, repairs, taxes, insurance, assessments, usual and customary commissions to a real estate broker for leasing the Premises and collecting rents and the expense for such attorneys, agents and servants as may reasonably be necessary; and

C. collect from Borrower rent for any part of the Premises occupied by Borrower at the prevailing rate per month. A failure on the part of Borrower to promptly pay said rent on the first day of each and every month shall, in and of itself, constitute a forcible entry and detainer and Lender may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of the part of the Premises occupied by Borrower.

This Assignment of Rents shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto, shall be construed as a covenant running with the land, and shall continue in full force and effect until all of indebtedness or liability of the Borrower to Lender shall have been fully paid, at which time this Assignment of Rents shall terminate.

The failure of the Lender to exercise any right which Lender might exercise hereunder shall not be deemed a waiver by Lender of Lender's right of exercise thereafter or prejudice Lender's rights hereunder.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be signed by its duly authorized Members, Officers and Manager respectively as of the 7th day of September, 2005.

Lifescapes Development, LLC

By: Michael A. Lepore Jr.  
Michael A. Lepore Jr. *member*

By: Joseph M. Lepore  
Joseph M. Lepore *member*

Krzyminski Enterprises, LLC

By: Edward J. Krzyminski  
Edward J. Krzyminski *member*

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FIRST MIDWEST BANK  
AS SUCCESSOR TRUSTEE TO

First Midwest Trust Company, National Association,  
Successor Trustee to Bremen Bank and Trust Company,  
Trustee under the terms of a certain Agreement dated  
January 28, 1980 and known as Trust No. 80-1680

SEE TRUSTEE'S RIDER ATTACHED HERETO  
AND MADE A PARTY HEREOF

By: \_\_\_\_\_

Attest: \_\_\_\_\_

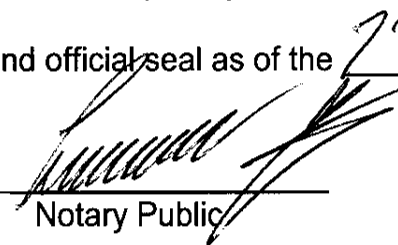
STATE OF ILLINOIS )

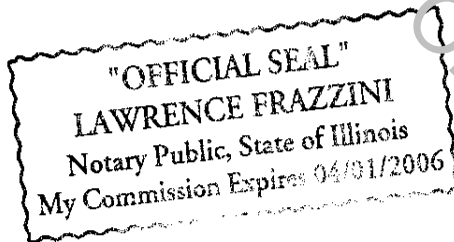
)SS

COUNTY OF COOK )

The undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael A. Lepore Jr. and Joseph M. Lepore, who are personally known to me to be the sole Members of Lifescapes Development, LLC, an Illinois Limited Liability Company, and are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that they signed, sealed and delivered the foregoing instrument as their free and voluntary act and as the free and voluntary act of both the Company and Lifescapes Development, LLC in connection with a Loan secured in part by the Premises

GIVEN under my hand and official seal as of the 21<sup>st</sup> day of September, 2005.

  
\_\_\_\_\_  
Notary Public





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EXHIBIT "A"

## LEGAL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND IN THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND DESCRIBED AS FOLLOWS:

MEASURE ALONG THE NORTH SECTION LINE FROM THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION, A DISTANCE OF 150 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUE ALONG SAID SECTION LINE A DISTANCE OF 550 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 700 FEET EAST OF THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION, 483 FEET; THENCE WEST PARALLEL WITH SAID NORTH LINE OF SAID SECTION, 300 FEET; THENCE SOUTH PARALLEL WITH SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER 763.58 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF ARCHER AVENUE (STATE AID ROUTE 4A); THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE, 68.42 FEET TO A POINT ON A LINE 350 FEET EAST OF SAID WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 23; THENCE NORTH ON SAID LINE 810.28 FEET; THENCE WEST 200 FEET; THENCE NORTH 483 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS AND CONTAINING 7.00 ACRES, MORE OR LESS.

P.I.N. 22-23-203-003-0000  
22-23-203-004-0000

COMMONLY KNOWN AS: 11250 Archer Avenue, Lemont, IL 60439

Cook County Clerk's Office

# UNOFFICIAL COPY

RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS  
DATED September 6, 2005 UNDER TRUST NO. 80-1680

This ASSIGNMENT OF RENTS is executed by FIRST MIDWEST BANK, Trustee only. It is expressly understood and agreed by the parties hereto, anything contained 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 the said Trustee, nor as any admission that the said Trustee is entitled to any of the rents, issues or profits under the said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust, it being understood by all parties hereto that the Trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This instrument is executed by FIRST MIDWEST BANK, 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, undertakings or agreements herein or in said Note contained either expressed or implied, all such liability, if any, being expressly waived and released by the mortgage 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 FIRST MIDWEST BANK, 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.

First Midwest Bank as Trustee under Trust No. 80-1680 and not personally.

By: Geraldine A. Holsey Trust Officer      Attest: Kathryn Q. Dickason Trust Officer

STATE OF ILLINOIS,  
Ss:  
COUNTY OF COOK

I, the Undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Geraldine A. Holsey, Trust Officer of FIRST MIDWEST BANK, and the Kathryn Q. Dickason, Trust Officer thereof, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Trust Officer 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 Trust Company, for the uses and purposes therein set forth; and the said Trust Officer did also then and there acknowledge that she as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank instrument as 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 6th day of September A.D. 2005.

Judy Marsden  
NOTARY PUBLIC

