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RECORDATION REQUESTED BY:

**PLAZA BANK** 7460 W. IRVING PARK ROAD NORRIDGE, IL 60706

WHEN RECORDED MAIL TO:

**PLAZA BANK** 7460 W. IRVING PARK ROAD NORRIDGE, IL 60706

Doc#: 0527647129 Fee: \$42.00 Eugene "Gene" Moore RHSP Fee:\$10.00

Cook County Recorder of Deeds

Date: 10/03/2005 12:38 PM Pg: 1 of 10

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by: **PLAZA BANK** 7460 W. IRVING PARK ROAD NORRIDGE, IL 60706



#### ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 22, 2005, is made and executed between Chicago Title Land Trust Company, not personally but as Trustee under Trust Agreement dated November 9, 2000 and known as Trust Number 1109162. (referred to below as "Granto-") and PLAZA BANK, whose address is 7460 W. IRVING PARK ROAD, NORRIDGE, IL 60706 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1921 W. Irving Park Road, Hanover Park, IL 60103. The Property tax identification number is 06-25-420-009-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING **TERMS:** 

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or

### ASSIGNMENT OF RENTS

(Continued)

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power of sale. after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor,

action Lender takes or fails to take under this Assignment. in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender informed about the Property. Borrower waives any defenses that may arise because of any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction

paukruptcy proceeding. granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a possession and control of and operate and manage the Property and collect the Rents, provided that the the Rents as provided Jelow and so long as there is no default under this Assignment, Grantor may remain in perform all of Granund's obligations under this Assignment. Unless and until Lender exercises its right to collect Grantor shall pay in Lender all amounts secured by this Assignment as they become due, and shall strictly PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents,

#### GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

and claims except as disclosed to and accepted by Lender in writing. Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances,

and convey the Rents to Lender. Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign

any instrument now in force. No Prior Assignment. Grantor has not previously rasigned or conveyed the Rents to any other person by

No Further Transfer. Grantor will not sell, assign, enclyaber, or otherwise dispose of any of Grantor's

FENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even Cants in the Rents except as provided in this Assignment.

DUFDOSE. Lender is hereby given and granted the following rights, powers and authority: though no default shall have occurred under this Assignment, to collect and receive the Rents. For this

Assignment and directing all Rents to be paid directly to Lender or Lender's agent. Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this

offier persons from the Property. occessary to recover possession of the Property; collect the Rents and remove any length or tenants or legal proceedings necessary for the protection of the Property, including such proceedings as may be eceive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all Euter the Property. Lender may enter upon and take possession of the Property demand, collect and

ou the Property. all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in

agencies affecting the Property. State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms

and on such conditions as Lender may deem appropriate.

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### ASSIGNMENT OF RENTS (Continued)

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Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor unde this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable seusfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lander's security interest in the Rents and the Property. Any termination fee required by law shall be paid by S antor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this

#### (Continued) **ASSIGNMENT OF RENTS**

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Payment Default. Borrower fails to make any payment when due under the Indebtedness.

and Botrower or Grantor. or to perform any term, obligation, covenant or condition contained in any other agreement between Lender covenant or condition contained in this Assignment or in any of the Related Documents or to comply with Borrower or Grantor fails to comply with or to perform any other term, obligation, Other Defaults.

payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any

Default in Favor of Third Parties. Grantor defaults under any loan, extension of credit, security agreement, theil yns to

Assignment or c. v. of the Related Documents materially affect any of Grantor's property or Grantor's ability to perform Grantor's obligations under this purchase of sains agreement, or any other agreement, in favor of any other creditor or person that may

risleading at any time therealter misleading in any material espect, either now or at the time made or furnished or becomes false or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or

ar any time and for any reason. effect (including failure of any collateral document to create a valid and perfected security interest or lien) Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and

of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy appointment of a receiver for any part of Borrows,'s or Grantor's property, any assignment for the benefit insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the

or insolvency laws by or against Borrower or Grantot.

Lender, in its sole discretion, as being an adequate reserve or bond for the displace Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Borrower or Grantor gives Lender written notice of the creditor or forfeitule proceeding and deposits with the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if However, this Event of Default shall not apply if there is a good fair's Lispute by Borrower or Grantor as to garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. by any governmental agency against the Rents or any property securing the Indebtedness. This includes a judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or Creditor or Forfeiture Proceedings. Commencement of Accelerate or forfeiture proceedings, whether by

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or Events Affecting Guaranton. Any of the preceding events occurs with respect to any standard, endorser,

prospect of payment or performance of the Indebtedness is impaired. Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the

insecurity. Lender in good faith believes itself insecure.

any Guaranty of the Indebtedness,

met yd bebivorg seibemer to stdyn thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other Upon the occurrence of any Event of Default and at any time RIGHTS AND REMEDIES ON DEFAULT.

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would

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### ASSIGNMENT OF RENTS (Continued)

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be required to pay.

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Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Prosession. Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender a pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures of the take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such such as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), sinveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment shall be joint and

### **ASSIGNMENT OF RENTS**

(Continued)

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casponsible for all obligations in this Assignment. This means that each Borrower and Grantor signing below is shall mean each and every Borrower. several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower

the written consent of Lender. interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without There shall be no merger of the interest or estate created by this assignment with any other

Unaminias. A city to anoisivord this Assignment are for convenience purposes only. They are not to be used to interpret or define the first, and that Sourower need not be joined in any lawsuit. (3) The names given to paragraphs or sections or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations this Assignment in the singular shall be deemed to have been used in the plural where the context and Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in

naby be granted or withheld in the sole discretion of Lender continuing consent to subsequent instances. Where such consent is required and in all cases such consent required under this Assignment, the granding of such consent by Lender in any instance shall not constitute rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's demand strict compliance with trial provision or any other provision of this Assignment. No prior waiver by provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to exercising any right shall optified as a waiver of such right or any other right. A waiver by Lender of a such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in No Waiver by Lender shall not be deemed to have waived any rights under this Assignment unless

any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is shown near the beginning of this Assignment. Any party may change its address for notices under this United States mail, as first class, certified or registered his? postage prepaid, directed to the addresses law), when deposited with a nationally recognized overright courier, or, if mailed, when deposited in the effective when actually delivered, when actually received by telefacsimile (unless otherwise required by Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be

Assignment are granted for purposes of security and may not be revoked by Grante until such time as the Powers of Attorney. The various agencies and powers of attorney conneys on Lender under this

same are renounced by Lender.

validity or enforceability of any other provision of this Assignment. degality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so sayabid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be anyalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal,

Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's

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#### ASSIGNMENT OF RENTS

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Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

WAIVER OF HOMESTEAD EXEMPTION. Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amonded or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Bor o'ver" means Savvas Stolidakis.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means Chicago Title Land Trust Company, not personally, but as Trustee under Trust Agreement dated November 9, 2000 and known as Trust No. 1109162

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, regether with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note of Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means PLAZA BANK, its successors and assigns.

Note. The word "Note" means the promissory note dated September 22, 2005, ir. the original principal amount of \$495,571.36 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 8.500%. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$4,915.98 each and one irregular last payment estimated at \$399,291.72. Borrower's first payment is due November 2, 2005, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on October 2, 2010, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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and to receive and collect payment and proceeds thereunder. and nature, whether due now or later, including without limitation Grantor's right to enforce such leases from the Property, and other payments and benefits derived or to be derived from such leases of every kind toyalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and

fiability of any guarantor. created by this Assignment of the manner provided in the Note and herein or by action to enforce the personal shall look solely to the property for the payment of the Note and Indebtedness, by the enforcement of the lien personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors this Assignment, all such liability, it any, being expressly waived by Lender and by every person now or other Indebted 12% under this Assignment, or to perform any covenant either express or implied contained in any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating Grantor thereby warrants that it possesses full power and authority to execute this instrument), and it is above in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and GRANTOR'S LIABILITY This Assignment is executed by Grantor, not personally but as Trustee as provided

DOCUMENT IS EXECUTED ON SEPTEMBER 22, 2005. THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS

:ROTNARD

KNOWN AS TRUST NO. 1109162 TRUSTEE UNDER TRUST AGREEMENT DATED NOVEMBER 3, 2000 AND CHICAGO TITLE LAND TRUST COMPANY, NOT PEPSO IALLY, BUT AS

7916011 Trust Agreement dated November 9, 2000 and known as Trust No. as Chicago Title Land Trust Company, not personally, but as Trustee under CHICAGO TITLE LAND TRUST COMPANY, not personally but as Truster under that certain trust agreement dated 100000, 0.0000 and known

AVP & Land Tiust Officer Elizabeth Cordova

Authorized Signer for Chicago Title Land Trust Company

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### ASSIGNMENT OF RENTS (Continued)

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	TRUST ACKNOWLEDGMENT	
STATE OF ILLINOIS	) ) SS	
COUNTY OF LOOK	)	
On this <u>Al oil</u> day o Public, personally appeared	f bederben 3005  Elizabeth Cordova  AVP & Land Trust Officer	before me, the undersigned Notary
RENTS and acknowledged the Ass set forth in the trust documents	norized trustee(s) or agent(s) of the trust signment to be the free and voluntary actor, by authority of statute, for the uses a representation of the uses and the second of the uses and the second of the uses are presented to execute this As	t and deed of the trust, by authority nd purposes therein mentioned, and
Notary Public in and for the State		
My commission expires	ANNM NOTARY P	FICIAL SEAL  IARIE GESUALDO  UBLIC, STATE OF ILLINOIS  IISSION EXPIRES: 05/27/09
LASER PRO Lending, Ver. 5.28	5.00.004 Copr. Harland Ferancial Solutions, Inc. 1997, 2006. All Rights Reterved - IL J: ASSRI	PROXCEPILIGIA.FC TR-2523 PR-3

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#### EXHIBIT A

LEGAL DESCRIPTION:

THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

THAT PART OF BLOCK 16 IN UNIT 4 IN HANOVER GARDENS FIRST ADDITION, BEING A PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4 AND PART OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF EAST AVENUE AND BRIARWOOD, AS SHOWN ON SAID SUBDIVISION PLAY, THENCE EASTERLY ON THE NORTHERLY LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 200 (BET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE CONTINUING EASTTRLY ON THE NORTH LINE OF SAID BRIARWOOD AVENUE, A DISTANCE OF 150 FEET; THENCE NOLTHERLY AT RIGHT ANGLES, A DISTANCE OF 140 FEET TO THE SOUTHERLY LINE OF IRVING PARK ROAD; THENCE WESTERLY ON SAID IRVING PARK ROAD, A DISTANCE OF 150 FEET; THENC'S SOUTHERLY A DISTANCE OF 140 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

d. h. Clert's Office PROPERTY ADDRESS: 1921 W. Irving Park Road, Hanover Park, Illinois

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