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INSTRUMENT PREPARED BY NICHOLAS GEROULIS Martin & Karcazes, Ltd. 161 North Clark Street Suite 550 Chicago, IL 60601

PLEASE MAIL TO: ARCHER BANK 4970 S. Archer Avenue Chicago, IL 60532



Doc#: 0532134081 Fee: \$32.50 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 11/17/2005 02:22 PM Pg: 1 of 5

ASSIGNMENT OF LEASES AND RENTS



KNOW ALL MEN BY THESE PRESENTS, that the undersigned, STANDARD BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.15265 dated May 20, 1996(hereinafter called "Assignor"), the owner of the certain premises commonly known as 94th Ave. & 162nd Street, Orland Hills, Illinois, County of Cook, State of Illinois and legally described on 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, transfer, sell, assign and set over unto Archer Bank, whose principal place of business is at 4970 S. Archer Avenue, Chicago, fir nois 60632 (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of a Promissory Note executed and delivered by Assignor's beneficiary, which obligations are secured by a certain Mortgage made by Assignor to Assignee, dated OCTOBER 31, 2005, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and a'r le ises 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 hereafter to the undersigned, its successors and assigns.

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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.
 - 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 with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything nerein 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 nergin

The Assignor hereby agrees to save, defend, indemnify and hold har mless Assignee from and against any and all liability which may arise or has arisen with respect to the nolding 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 Assignment is executed by STANDARD BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.15265 dated May 20, 1996 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this mortgage); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of this Assignment or the note secured hereby, and its liability as such Trustee shall be limited to and enforceable only out of the property described in

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this mortgage, 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 Assignor have executed this instrument and the Assignee has accepted delivery of this instrument as of the 31st day of OCTOBER, 2005.

State of Illinois) ss. County of Cook The undersigned, a Notary Public in an certify that And TRUST COMPANY, and known to me to be the foregoing instrument as such President before me this day in person and acknowledged as their own free and voluntary act, and as the and purposes therein set forth; and the said	STANDARD BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.15265 dated May 20, 1996 A TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.15265 dated May 20, 1996 ATTACHED ATTACHED Thomas Clifford, SRVP & SRTO ATTACHED ATTACHED Thomas Clifford, SRVP & SRTO Thomas Clifford, SRVP & SRTO ATTACHED Thomas Clifford, SRVP & SRTO Thomas Clifford, SRVP
<u> </u>	
	Notary Public My Commission expires:

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This DOCUMENT is executed by STANDARD BANK & TRUST COMPANY, not personally but as Trustee under Trust No. $\frac{15265}{}$ as aforesaid as aforesaid, in the exercise of power and authoriity 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 ittached, 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 undesigned, a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY, THAT Thomas Clifford of STANDARD BANK & TRUST COMPANY and Gregory Siss of said Bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such SPVP & SRTO and VP & TO 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 VP & TO 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 purposed therein set forth.

Given under my hand and Notarial Seal this 31st day of October 2005.

Motary Public

"OFFICIAL SEAL" SUSAN J. ZELEK Notary Public, State of Illinois My Commission Expires Dec. 06, 2006 0532134081 Page: 5 of 5

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EXHIBIT "A" LEGAL DESCRIPTION

LOTS 1, 2 AND 3 IN MARCY'S RESUBDIVISION OF THE NORTH 116.0 FEET OF LOT A IN OWNER'S SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 36 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.:

27-22-103-053-0000

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Commonly Known As:

94th Ave. & 162nd Street, Orland Hills, Illinois