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NO1053126 384 SR

PREPARED BY:

James B. Carroll, Esq.
7800 W. 95th Street, 2-E
Hickory Hills, IL 60457
(708) 430-1300



Doc#: 0533534131 Fee: \$30.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 12/01/2005 02:44 PM Pg: 1 of 4

MAIL TO:

Loan Servicing
Standard Bank and Trust Co.
7725 West 98th Street
Hickory Hills, IL 60457

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS, that whereas, the undersigned, Standard Bank and Trust Company, 7800 W. 95th St., Hickory Hills, IL 60457, not personally, but as Trustee under a Trust Agreement dated November 2, 2005 and known as Trust 19139, ("Trustee") did execute a Mortgage and Note of same date herewith in favor of STANDARD BANK AND TRUST COMPANY, its successors and assigns, 7800 West 95th Street, Hickory Hills, Illinois 60457, ("Lender") in the principal sum **Six Million Seven Hundred Seventy-Five Thousand (\$6,775,000.00 Dollars)**, 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, Trustee 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 Trustee'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 herein above described.

This Assignment of Rents is made pursuant to the terms and provisions of a certain Mortgage Loan Agreement among Borrower, Lender and others dated the same date herewith. Said Loan Agreement is incorporated herein by reference.

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;

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

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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.

This Assignment of Rents is executed by Trustee, not personally but as Trustee aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and it is expressly understood and agreed that nothing herein or in the Notes secured hereby shall be construed as creating any obligation of Assignor, as Trustee aforesaid, personally to pay the said Notes or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either expressed or implied herein contained.

IN WITNESS WHEREOF, Trustee has caused this Assignment of Rents to be signed and attested and its corporate seal to be hereunder affixed by its duly authorized Officers this 28th day of November, 2005.

Standard Bank and Trust Company,
not personally but as Trustee under
Trust Agreement Dated November 2, 2005,
and Known As Trust Number 19139

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

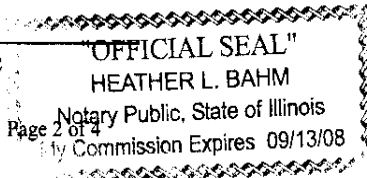
Attest: Thomas P. Mulqueen
Thomas P. Mulqueen, A. V. P.

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a notary public in and for said County and State, DO HEREBY CERTIFY that Patricia Ralphson and Thomas P Mulqueen, personally known to me to be Officers of STANDARD BANK AND TRUST COMPANY, an Illinois Banking Corporation and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Officers of said Corporation, they signed and delivered the said instrument and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act, and as the free and voluntary act and deed of said Corporation AS TRUSTEE, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 28th day of November, 2005.

Heather L. Bahm
Notary Public



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JOINDER BY BENEFICIARY

The undersigned as sole beneficiary of Trust No.19139 created pursuant to the terms and provisions of a Trust Agreement with Standard Bank and Trust Company, as Trustee dated November 2, 2005, hereby executes this Assignment of Rents for the purpose of joining herein, making the assignments, grants of security interests, transfers and conveyances hereunder, and making, undertaking and agreeing to the covenants, agreements, obligations and representations herein, all in accordance with and subject to the following:

A. As additional consideration to Lender, the undersigned 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 the undersigned 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 undersigned or by the Lender under the power herein granted. It is undersigned'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 herein above described.

B. The undersigned hereby covenants and agrees to be bound by, and to be deemed to have entered into and made, all of the Trustee's, covenants, agreements, obligations and representations (which shall constitute representations and warranties of the undersigned) under the Assignment of Rents with the same force and effect as if they were fully set forth herein verbatim.

IN WITNESS WHEREOF, the Company has caused this Joinder to be completed and executed by its duly authorized Officers this 28 day of November, 2005.

Tamayo Summit Square L.L.C.

By: [Signature]
Juan M. Tamayo, Jr. President

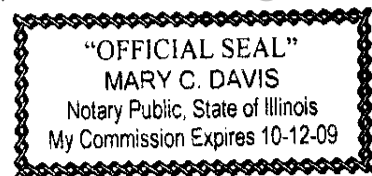
By: [Signature]
Jose Tamayo, Vice-President

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 **Juan M. Tamayo, Jr.** and **Jose Tamayo** who are personally known to me to be the President and Vice-President of Tamayo Summit Square L.L.C., an Illinois Limited Liability Company (the "Company") and who are the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered this Affidavit as their free and voluntary act and as the free and voluntary act of the Company in connection with the financing of the Premises.

GIVEN under my hand and official seal this 28 day of November, 2005.

[Signature]
Notary Public



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EXHIBIT A
TO
ASSIGNMENT OF RENTS

LEGAL DESCRIPTION

PARCEL 1:

Lot 1 in Summit Park, a subdivision of the Southwest 1/4 of the Northwest 1/4 of Section 22, Township 36 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, according to the plat of subdivision dated July 23, 2003 and recorded October 22, 2004 as document 0429627111, in Cook County, Illinois.

PARCEL 2:

Easement for the benefit of Parcel 1 contained in Declaration of Conditions and Restrictions recorded October 14, 2004 as document 0428827103 for ingress and egress over parking and driveway areas currently located on Lots 2, 3, 4 and 5 in Summit Park Subdivision aforesaid.

P.I.N. 27-22-102-008 (Portion)

Commonly Known As: 16115 -16141 S LaGrange Road, Orland Park, IL 60467