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**RECORDATION REQUESTED BY:**

Barry M. Bennett
Dowd Bloch & Bennett
8 S. Michigan Ave., 19th Floor
Chicago, IL 60603

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Cook County Recorder of Deeds
Date: 02/24/2006 03:25 PM Pg: 1 of 17

WHEN RECORDED MAIL TO:

Barry M. Bennett
Dowd Bloch & Bennett
8 S. Michigan Ave., 19th Floor
Chicago, IL 60603

SEND TAX NOTICES TO:

Barry M. Bennett
Dowd Bloch & Bennett
8 S. Michigan Ave., 19th Floor
Chicago, IL 60603

FOR RECORDER'S USE ONLY**Prepared by:**

Thomas M. Staunton
Miller Shakman & Hamilton LLP
Suite 3600
180 North LaSalle Street
Chicago, IL 60601

AMENDED ASSIGNMENT OF LEASES AND RENTS

This **AMENDED ASSIGNMENT OF LEASES AND RENTS** dated January 25, 2006 (the "Assignment"), is made and executed between State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust No. 96-1746, not personally but as Trustee on behalf of State Bank of Countryside, (referred to below as "Grantor") and Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO, Local 74 Illinois of the International Union of Bricklayers and Allied Craftworkers, Masonry Institute Welfare Fund, Local 21 Pension Fund, Bricklayers and Stone Masons of Illinois District Council No. 1 BAC Annuity Trust Fund, and District Council Training Center Fund (referred to below as "Union").

RECITALS

Grantor and Union entered into an Assignment of Leases and Rents dated November 5, 2005 (the "November 5 Assignment of Rents").

The parties agreed that the November 5 Assignment of Rents would incorporate a Joinder by Beneficiaries to be executed by all of the beneficiaries of the land trust that owns the property for which the Assignment of Rents was granted (the "Property," defined in the November 5

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Assignment of Rents and below). Michael C. Roche and Vera Roche executed the Joinder by Beneficiaries.

Prior to and at the time of the execution of the November 5 Assignment of Rents, the Grantor, Michael C. Roche, and Vera Roche all represented that Michael C. and Vera Roche owned 100% of the beneficial interest and power of direction in the land trust that owns the Property.

On January 26, 2006, Grantor, Michael C. Roche, and Vera Roche informed Union that as of November 5, a third person – Michael A. Roche, the son of Michael C. Roche and Vera Roche – also owned part of the beneficial interest in the land trust that owns the Property. At the same time, Grantor Michael C. Roche, and Vera Roche informed Union that (a) subsequent to November 5 – on January 17, 2006 – Michael A. Roche assigned his interest in that land trust to Michael C. Roche and Vera Roche; and (b) as of January 25, 2006, Michael C. Roche and Vera Roche owned and own 100% of the beneficial interest and power of direction in the Trust, and they have the power and authority to direct the Grantor and Trustee to enter into and grant this Amended Assignment of Leases and Rents.

In light of the foregoing, the parties have agreed to execute this Amended Assignment of Leases and Rents.

NOW, THEREFORE, for valuable consideration, including the mutual covenants and agreements contained herein and in the Settlement Agreement described below, the parties hereby agree to the following Amended Assignment of Leases and Rents:

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

See Exhibit "A" LEGAL DESCRIPTION FOR PROPERTY BEING HELD BY STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 3, 1996 AND KNOWN AS TRUST NO. 96-1746, 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 10316 Mason Avenue, Oak Lawn, Illinois.

The Property tax identification number is 24-17-210-020-0000.

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

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GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Union from bringing any action against Grantor, including a claim for deficiency to the extent Union is otherwise entitled to a claim for deficiency, before or after Unions commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Borrowers shall pay to Union all amounts secured by this Assignment as they became due, and Borrowers and Grantor shall strictly perform all of Borrowers' and Grantor's obligations under this Assignment. So long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Union's consent to the use of cash collateral in any future bankruptcy proceeding.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Assignment as a security agreement are a part of this:

Security Agreement. This instrument shall constitute a Security Agreement and financing statement for the purposes of the Uniform Commercial Code. Union shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Grantor represents, warrants, and covenants that no security agreements or fixture filings --as those terms are defined in the Uniform Commercial Code, and other than statements showing Union as the sole secured party, or statements filed with respect to liens or encumbrances reflected in the most recent title commitment and permitted herein -- covering any of the Leases and Rents is on file in any public office except pursuant hereto. Upon request by Union, Grantor shall execute financing statements and take whatever other action is requested by Union to perfect and continue Union's security interest in the Leases and Rents. Union may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Assignment as a financing statement. Grantor shall reimburse Union for one-half of the expense incurred in recording or otherwise perfecting this security interest. Upon default Grantor shall assemble the Leases and Rents in a manner and at a place reasonably convenient to Grantor and Union and make them available to Union within three (3) days after receipt of written demand from Union.

Addresses. The mailing addresses of Grantor (debtor) and Union (secured party) from which information concerning the security interest granted by this Assignment may be obtained are as stated in the Notices section of this Assignment.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor represents, warrants, and covenants that:

Ownership. Grantor is entitled to receive the Leases and Rents free and clear of all rights, loans, liens, encumbrances, and claims other than those reflected in the most recent title commitment.

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

No Prior Assignment. The Leases and Rents have not been previously assigned or conveyed to any other person by any instrument now in force, except as reflected in the most recent title commitment.

No Further Transfer. The Leases and Rents shall not be sold, assigned, encumbered, or otherwise disposed of except as provided in this Assignment.

UNION'S RIGHT TO RECEIVE AND COLLECT RENTS. Upon the occurrence of an Event of Default, Union shall have the right to collect and receive the Rents, and shall have the following additional rights and authority:

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

Enter the Property. Union may enter upon and take possession of the Property; demand, collect and receive from the tenant; or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession at the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

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

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

Lease the Property. Union may rent or lease the whole or any part at the Property for such term or terms and on such conditions as Union may deem appropriate.

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

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Other Acts. Union may do all such other things and acts with respect to the Property as Union 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. Union shall not be required to do any of the foregoing acts or things, and the fact that Union shall have performed one or more of the foregoing acts or things shall not require Union to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Union in connection with the Property shall be for Grantor's account and Union may pay such costs and expenses from the Rents. Union, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Union which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Union 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 (or the date on which interest begins to accrue under the Note, whichever date is later) until paid.

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

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, whether voluntarily or otherwise, or by any third party, on the Indebtedness and thereafter Union is forced to remit the amount of that payment (A) to Grantor's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of Grantors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Union or any of Union's property, or (C) by reason of any settlement or compromise of any claim made by Union with any claimant (including without limitation Grantor), 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 Union, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

UNION'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Union'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, Union on Grantor's behalf may (but shall not be obligated to) take any action that Union 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

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Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Union for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Union to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Union's option, will (A) be payable on demand; or (B) 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 Union may be entitled upon Default.

EVENTS OF DEFAULT. Each of the following, at Union's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under Note or under the Indebtedness, including but not limited to failing to pay all principal and accrued interest due under the Note by the Final Payment Date.

Other Defaults. Grantor or Borrowers fail to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or the Settlement Agreement.

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

Sale or Transfer. Any additional coverage, sale, assignment, transfer, lien, pledge, encumbrance, or grant of a security interest in any of the Leases and Rents without Union's prior written consent.

False Statements. Any warranty, representation or statement made or furnished to Union by Grantor or Borrowers or on Grantor's or Borrowers' behalf under this Assignment, the Note, or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

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

Appointment of Receiver. The dissolution of the Trust, the appointment of a receiver for any part of the Mortgaged Properties described in the Note, any assignment for the benefit of creditors, or any type of creditor workout.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or Borrowers or by any governmental agency against the Leases or Rents or any property securing the Indebtedness.

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

Mechanics Lien. (A) The filing of any mechanics lien, materialmen's lien, or other lien in connection with any work, services, or materials provided for any of the Mortgaged Properties described in the Note; or (B) the commencement of any work, the furnishing of any services, or the provision of any materials at or to any of the Mortgaged Properties described in the Note without Union's written consent, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials and the cost exceeds \$1,000.00.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Union may at its option exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Union shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable.

Collect Rents. Union shall have the right, without notice to Grantor 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 Union's costs, against the Indebtedness. In furtherance of this right, Union shall have all the rights provided for in the Union's Right to Receive and Collect Rents Section, above. If the Rents are collected by Union, then Grantor irrevocably designates Union 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 Union in response to Union's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Union may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Mortgagee in Possession. Union 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. Union'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 Union shall not disqualify a person from serving as a receiver.

Other Remedies. Union shall have and may exercise all other rights and remedies provided in this Assignment or the Related Documents or at law or in equity or under the Uniform Commercial Code.

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Election of Remedies. Except as may be prohibited by applicable law, all of Union's rights and remedies, whether evidenced by this Assignment, or any other writing, shall be cumulative and may be exercised singularly or cumulatively. Election by Union to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Union's right to declare a default and exercise its remedies. Nothing in this Assignment or otherwise shall be construed to limit or restrict the rights and remedies available to Union following an Event of Default, or in any way to limit or restrict the rights and ability of Union to proceed directly against Grantor and/or Borrowers and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Union institutes any suit or action to enforce any of the terms of this Assignment, Union shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any lawsuit or court action is involved, and to the extent not prohibited by law, all reasonable expenses Union incurs that in Union'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, Union's attorneys' fees and Union'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), surveyors' 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 the Related Documents and the Settlement Agreement, 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 and Choice of Forum. The Parties agree that Borrowers are employers, and the Union is a labor organization, within the meaning of the Labor-Management Relations Act; and that this Assignment is intended as part of the implementation of a settlement of a labor dispute between employers and a labor organization representing employees in an industry affecting commerce as provided in 29 U.S.C. § 185(a). This

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Assignment will be governed by, and construed and enforced in accordance with, federal law and the laws of the State of Illinois. This Assignment has been accepted by Union in the State of Illinois. The parties agree that any action commenced in connection with this Assignment or the Related Documents shall be filed only in the United States District Court for the Northern District of Illinois (or in the Circuit Court of Cook County, Illinois, if the United States District Court for the Northern District of Illinois makes a determination that it has no jurisdiction). The parties agree to waive any objection they may have to personal jurisdiction or venue in the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois. The parties agree to waive any right to seek a change of venue under the doctrine of *forum non conveniens* or for any other reason from the United States District Court for the Northern District of Illinois or the Circuit Court of Cook County, Illinois.

Joint and Several Liability. All obligations of Grantor and Borrowers under this Assignment and the Related Documents shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrowers shall mean each and every Borrower.

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

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

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to:

For Union:

Barry M. Bennett
Dowd Bloch & Bennett

8 South Michigan Avenue
19th Floor
Chicago, Illinois 60603

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For Grantor:

State Bank of Countryside
Thomas W. Lynch P.C.
9231 S. Roberts Rd.
Hickory Hills, IL 60457

Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Union informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Union to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Union under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Union.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Assignment shall survive the execution and delivery of this Assignment, shall be continuing in nature, and shall remain in full force and effect until such time as Borrowers' Indebtedness shall be paid in full.

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

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

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

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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 related to the Assignment or the Related Documents. (Initial Here ____.)

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 Amended Assignment of Rents, as this Amended Assignment of Rents may be amended or modified from time to time, together with all exhibits and schedules attached to this Amended Assignment of Rents from time to time.

Borrowers. The word "Borrowers" means Michael Roche, Vera Roche, and Firacha Construction, Inc., jointly and severally.

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.

Final Payment Date. The word "Final Payment Date" means the date set out in the Settlement Agreement for payment of the Indebtedness.

Grantor. The word "Grantor" means State Bank of Countryside as Trustee under the Trust Agreement dated December 3, 1996 and known as Trust No. 96-1746, not personally but as Trustee on behalf of State Bank of Countryside.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Union to discharge Grantor's obligations or expenses incurred by Union to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in the Note and this Assignment.

Leases and Rents. The word "Leases and Rents" means all leases and other agreements affecting the use, enjoyment or occupancy of the Property heretofore or hereafter entered

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into, whether before or after the filing by or against Grantor or Borrowers of any petition for relief under 11 U.S.C. 5-101 *et seq.*, as the same may be amended from time to time (collectively, the "Leases"), and all of Grantor's and Borrowers' present and future rights, title and interest in those Leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's and Borrowers' right to enforce such Leases and to receive and collect payment and proceeds thereunder, and all proceeds from the sale of such Leases.

Note. The word "Note" means the Promissory Note executed in November 2005 in the original principal amount of \$630,000 from Borrowers, jointly and severally, to Union, 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 0% for the first 120 days after the date of the Note and prime plus three percent (3%), capped at 9%, per annum thereafter.

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.

Settlement Agreement. The words "Settlement Agreement" mean the Settlement Agreement and Mutual Release entered into by Union and Borrowers in November 2005.

Union. The word "Union" means Illinois District Council No. 1 of the International Union of Bricklayers and Allied Craftworkers, AFL-CIO, Local 74 Illinois of the International Union of Bricklayers and Allied Craftworkers, Masonry Institute Welfare Fund, Local 21 Pension Fund, Bricklayers and Stone Masons of Illinois District Council No. BAC Annuity Trust Fund and District Council Training Center Fund.

Grantor's Liability. This Assignment is executed by Grantor, not personally but as Trustee as provided above as in the exercise of the power and the authority conferred upon and vested in it as such Trustee (and Grantor thereby warrants that it possesses full power and authority to execute this instrument). It is expressly understood and agreed that with the exception of the foregoing warranty, notwithstanding anything to the contrary contained herein, that each and all of the warranties, indemnities, representations, covenants, undertakings, and agreements made in this Assignment on the part of Grantor, while in form purporting to be the warranties, indemnities, representations, covenants, undertakings, and agreements of Grantor, are nevertheless each and every one of them made and intended not as personal warranties, indemnities, representations, covenants, undertakings, and agreements by Grantor or for the purpose or with the intention of binding Grantor

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personally, and nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other Indebtedness under this Assignment, or to perform any covenant, undertaking, or agreement, either express or implied, contained in this Assignment, all such liability, if any, being expressly waived by Union and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any Indebtedness shall look solely to the Property for the payment of the Note and Indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of the Borrowers on the Note.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON Feb 23, 2006.

GRANTOR:

STATE BANK OF COUNTRYSIDE AS TRUSTEE UNDER THE TRUST
AGREEMENT DATED DECEMBER 3, 1996
AND KNOWN AS TRUST NO. 96-1746

By: *Jan Nichols*
Trust Officer of State Bank of Countryside as Trustee under the Trust Agreement
dated December 3, 1996 and known as Trust No. 96-1746

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TRUST ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 23 day of Feb, 2006, before me the undersigned Notary Public, personally appeared _____, Trust-Officer of State Bank of Countryside, as Trustee under the Trust Agreement dated December 3, 1996, and known as Trust No. 96-1746, and known to me to be authorized trustees or agents of the trust that executed the Amended Assignment of Rents and acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By [Signature]
Notary Public in and for the State of Illinois.
My commission expires 3/16/09.

Residing at Orland Park, IL



PROPRIETARY OF COOK COUNTY CLERK'S OFFICE

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EXCULPATORY CLAUSE FOR STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST NO. 96-1746 ATTACHED TO AND MADE A PART OF THE AMENDED ASSIGNMENT OF RENTS DATED JANUARY 25, 2006 TO UNION.

It is expressly understood and agreed by and between the parties herein, anything to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right; but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against State Bank of Countryside, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability; if any, being expressly waived and released

Date: Feb. 23, 2006

STATE BANK OF COUNTRYSIDE, AS TRUSTEE UNDER TRUST NO. 96-1746

By: *Joan Pichda*
Assistant Vice President

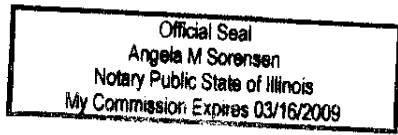
Attest:
By: *Cham Lyn*
Assistant Secretary

State of Illinois)
) ss
County of Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President and Assistant Secretary of State Bank of Countryside, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary, 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 Company for the uses and purposes therein set forth and the said Assistant Secretary then and there acknowledged that the said Assistant Secretary, custodian of the corporate seal of said Company, caused the corporate seal of said Company to be affixed to said instrument as said Assistant Secretary's own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set faith.

Given under my hand and Notarial Seal this 23 day of Feb., 2006.

Angela M Sorensen
NOTARY PUBLIC



UNOFFICIAL COPY

EXHIBIT A

THE SOUTH 1/2 OF LOT 80 IN FRANK DE LUGACH'S AUSTIN GARDENS,
BEING A SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD
PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Property of Cook County Clerk's Office