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RECORDATION REQUESTED BY:

Interim Loan Corp.
6650 N. Northwest Hwy
Chicago, IL 60631



Doc#: 0618734076 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/06/2006 01:32 PM Pg: 1 of 4

WHEN RECORDED MAIL TO:

Interim Loan Corp.
6650 N. Northwest Hwy
Chicago, IL 60631

SEND TAX NOTICES TO:

Joseph and Linda Scaccia
14060 East Central Ave
Brule, WI 54820

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, **NORTH STAR TRUST COMPANY** as successor trustee to **NATIONAL BANK OF COMMERCE** as Trustee under Trust Agreement dated March 3, 2000, and known as TRUST No. 9952, and not personally (hereinafter called "Assignor"), the owner of the premises legally described as follows:

(SEE EXHIBIT "A" FOR LEGAL DESCRIPTION)

4144 Roosevelt Road

Common Address: Hillside, Illinois

P.I.N.: 15-17-413-062-0000, 15-17-413-019-0000, 15-17-413-020-0000, 15-17-413-021-0000

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, absolutely and unconditionally transfers, sells, assigns and sets over unto **INTERIM LOAN CORP.**, whose principal place of business is at 6650 N. Northwest Hwy, Chicago, IL 60631. (hereinafter called "Assignee), for the use and benefit of the holder or holders and owner or owners of the Note in the original principal amount of **\$317,000.00** executed and delivered by Assignor's beneficiary and secured by a certain Mortgage made by Assignor to Assignee, dated JUNE 27, 2006, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases 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

**LANDAMERICA / LAWYERS TITLE
COMMERCIAL SERVICES 11344
10 S. LA SALLE STREET
SUITE 2500
CHICAGO, IL 60603**

Lawyers Unit # 11344 Case # 28890481/111111

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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.

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 enforcement 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.
3. 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 herein 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 herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding 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 **NORTH STAR TRUST COMPANY** as successor trustee to **NATIONAL BANK OF COMMERCE** as Trustee under Trust Agreement dated **March 3, 2000, and known as TRUST No. ' 9952** and not personally, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby

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warrants that it possesses full power and authority to execute this Assignment); 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 mortgage or the note secured hereby, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this mortgage, by enforcement of the lien hereof, and no duty shall rest upon said Trustee 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 undersigned have caused this instrument to be executed on the 30th day of JUNE, 2006.

Attest:

NORTH STAR TRUST COMPANY as successor trustee to NATIONAL BANK OF COMMERCE as Trustee under Trust Agreement dated March 3, 2000, and known as TRUST No. 9952, and not personally.

Maritza Castillo
Secretary ~~Trust Officer~~

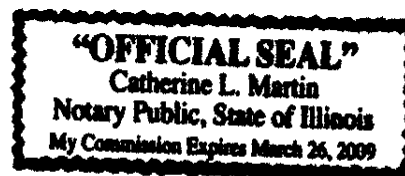
Silvia Medina
Trust Officer

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said county, in the aforesaid State do hereby certify that Silvia Medina AND Maritza Castillo, of NORTH STAR TRUST COMPANY as successor trustee to NATIONAL BANK OF COMMERCE, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such ~~Trust Officer~~ President and ~~Trust Officer~~ 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 ~~Trust Officer~~ did also then and there acknowledge that (s)he, as custodian of the corporate seal of said company, did affix the said corporate seal of said company to said instrument as a free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

Dated: JUNE 30, 2006

Catherine L. Martin
Notary Public



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Lawyers Title Insurance Corporation
10 S. LaSalle Street, Ste 2500
Chicago, IL 60603

SCHEDULE A - Continued 10886481

Legal Description:

Lots 9, 10, and 11 in Block 2 in Beathkes Subdivision of the South 372.0 feet of the East 1/2 of the Southeast 1/4 of Section 17, Township 39 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois, except the East 295 feet of the South 295 feet, the West 150 feet of the South 200 feet, and the East 100 feet of the East 250 feet of the South 180 feet thereof in Cook County, Illinois.

Property of Cook County Clerk's Office