



0619443076

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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/13/2006 08:22 AM Pg: 1 of 9

CTI (L) 8350054

INSTRUMENT PREPARED BY:  
NICHOLAS GEROULIS  
MARTIN & KARCAZES, LTD.  
161 North Clark Street  
Suite 550  
Chicago, Illinois 60601

PLEASE MAIL TO:  
Allegiance Community Bank  
8001 West 183<sup>rd</sup> Street  
Tinley Park, IL 60477

### ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, SUBURBAN BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.1133 dated December 1, 1998 (hereinafter called "Assignor"), the owner of the premises located in the city of Chicago, County of Cook, State of Illinois, 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, absolutely and unconditionally transfers, sells, assigns and sets over unto ALLEGIANCE COMMUNITY BANK, whose principal place of business is at 8001 West 183<sup>rd</sup> Street, Tinley Park, Illinois 60477 (hereinafter called "Assignee"), for collateral purposes only, and for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor and secured by a certain Mortgage made by Assignor to Assignee, dated JULY 3, 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 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 enforcement of this Agreement.
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.
5. Any remaining rents, issues or profits shall be paid to Assignor.

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 of Leases and Rents shall be released by Assignee when all amounts due hereunder have been paid in full.

# UNOFFICIAL COPY

This Assignment is executed by SUBURBAN BANK AND TRUST COMPANY, not personally but solely as Trustee under its Land Trust No.1133 dated December 1, 1998 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 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 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 mortgagor have executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

SUBURBAN BANK AND TRUST  
COMPANY, not personally but solely as  
Trustee under its Land Trust No.1133 dated  
December 1, 1998

Attest:

Secretary

Vice President

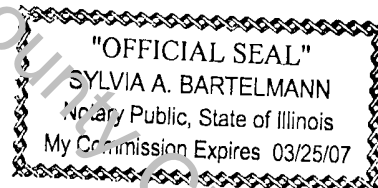
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State of Illinois        )  
                                   ) ss.  
 County of Cook        )

The undersigned, a Notary Public in and for said county, in the aforesaid State, do hereby certify that ROSEMARY MAZOR And \_\_\_\_\_, of SUBURBAN BANK AND TRUST COMPANY, and known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and \_\_\_\_\_ 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 \_\_\_\_\_ Secretary 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: 1/3, 2006

Sylvia A. Bartelmann  
 Notary Public



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EXHIBIT "A"  
LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008350054 OF

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

LEGAL DESCRIPTION:

PARCEL 1:

LOTS 71 THROUGH 78 AND THE SOUTH 12.5 FEET OF LOT 79, IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED APRIL 7, 1882 AS DOCUMENT NUMBER 1640592 IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1, 2, 3 AND 4 IN BLOCK 3 IN WILSON AND GOULD'S SUBDIVISION OF THE WEST 1/2 OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 74 TO 79 BOTH INCLUSIVE IN CHRISTIANA SUBDIVISION AFORESAID AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 1 IN BLOCK 3 IN WILSON AND GOULD'S SUBDIVISION AFORESAID AND LYING SOUTH OF THE NORTH LINE OF SAID LOT 1 EXTENDED EAST 16 FEET AND LYING NORTH OF THE SOUTH LINE OF SAID LOT 1 EXTENDED EAST 16 FEET ALL IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THAT PART OF LOTS 12, 13, 14, 15 AND 16 OF N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61043, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF NORTH SPAULDING AVENUE, 24 FEET AND 8 3/4 INCHES MORE OR LESS, TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO CHICAGO MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED FROM ANDREW O. BUTLER AND HIS WIFE, DATED APRIL 5, 1899 AND RECORDED APRIL 5, 1899, AS DOCUMENT NUMBER 2829285; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND TO A POINT IN THE NORTH LINE OF LOT 12, WHICH IS 5 FEET AND 3 INCHES, MORE OR LESS, EAST OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE WEST ALONG THE NORTH LINE OF LOT 12 TO THE NORTHWEST CORNER OF SAID LOT, BEING A POINT IN THE EAST LINE OF AN ALLEY; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF SAID LOT 16, AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF LOT 16 TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008350054 OF

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

## LEGAL DESCRIPTION:

## PARCEL 5:

LOTS 5 THROUGH 42, LOT 52, LOTS 60 AND 61, THE EAST 40 FEET OF THE NORTH 20 FEET OF LOT 69 AND THE EAST 40 FEET OF THE SOUTH 15 FEET OF LOT 70, THE NORTH 10 FEET OF LOT 70, ALL IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13. EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED APRIL 7, 1882 AS DOCUMENT NUMBER 1640592, IN COOK COUNTY, ILLINOIS.

## PARCEL 6:

LOTS 17 THOUGH 50 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61046, IN COOK COUNTY, ILLINOIS.

## PARCEL 7:

THE EAST 1/2 OF THE VACATED ALLEY LYING WEST OF AND ADJOINING THAT PART OF LOTS 12, 13, 14, 15 AND 16 IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS RECORDED OCTOBER 9, 1892 AS DOCUMENT NUMBER 61043, BOUNDED AND DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 16 AND RUNNING THENCE NORTH ALONG THE WEST LINE OF NORTH SPAULDING AVENUE, 24 FEET AND 8 3/4 INCHES MORE OR LESS, TO THE SOUTHWESTERLY LINE OF A STRIP OF LAND CONVEYED TO CHICAGO MILWAUKEE AND ST. PAUL RAILWAY COMPANY, BY DEED FROM ANDREW O. BUTLER AND HIS WIFE DATED APRIL 5, 1899 AND RECORDED APRIL 5, 1899, AS DOCUMENT NUMBER 2829285; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID STRIP OF LAND TO A POINT IN THE NORTH LINE OF LOT 12, WHICH IS 5 FEET AND 3 INCHES, MORE OR LESS, EAST OF THE NORTHWEST CORNER OF SAID LOT 12; THENCE WEST ALONG THE NORTH LINE OF LOT 12, TO THE NORTHWEST CORNER OF SAID LOT, BEING A POINT IN THE EAST LINE OF AN ALLEY; THENCE SOUTH ALONG THE EAST LINE OF SAID ALLEY TO THE SOUTHWEST CORNER OF LOT 16, AFORESAID; THENCE EAST ALONG THE SOUTH LINE OF LOT 16 TO THE PLACE OF BEGINNING, AND ALL OF LOTS 17 THROUGH 24, BOTH INCLUSIVE, IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 8:

THE WEST 1/2 OF THE VACATED ALLEY LYING EAST AND ADJOINING LOTS 5 THROUGH 16, BOTH INCLUSIVE, IN CHRISTIANA SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.



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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008350054 OF

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

## LEGAL DESCRIPTION:

## PARCEL 9:

ALL THAT PART OF THE NORTH AND SOUTH 16 FOOT VACATED PUBLIC ALLEY LYING WEST OF AND ADJOINING THE WEST LINE OF LOTS 38 TO 45 ALL IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION OF LOT 4 AFORESAID AND LYING EAST AND ADJOINING THE EAST LINE OF LOTS 29 TO 36, BOTH INCLUSIVE, AND SOUTH OF THE SOUTH LINE OF THE NORTH 16 FEET OF LOT 29, PROJECTED EAST 16 FEET AND LYING NORTH OF THE SOUTH LINE OF LOT 36 PROJECTED EAST 16 FEET, IN CHRISTIANA SUBDIVISION AFORESAID, IN COOK COUNTY, ILLINOIS.

## PARCEL 10:

ALL THAT PART OF THE NORTH AND SOUTH VACATED PUBLIC ALLEY LYING WESTERLY OF AND SOUTHWESTERLY OF THE WEST LINE AND THE SOUTHWESTERLY LINE RESPECTIVELY OF LOT 45 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION AFORESAID AND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 37 IN CHRISTIANA SUBDIVISION AFORESAID AND LYING SOUTH OF AND ADJOINING THE NORTH LINE OF LOT 37 IN CHRISTIANA SUBDIVISION AFORESAID, PROJECTED EAST 16 FEET AND LYING NORTHERLY OF AND ADJOINING A LINE DRAWN FROM THE INTERSECTION OF THE EAST LINE AND THE SOUTHEASTERLY LINE OF SAID LOT 37 IN CHRISTIANA SUBDIVISION, AFORESAID, TO THE INTERSECTION OF THE SOUTH LINE AND THE SOUTHWESTERLY LINE OF SAID LOT 45, ALL IN COOK COUNTY, ILLINOIS.

## PARCEL 11:

ALL OF THE EAST-WEST 16 FOOT VACATED PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOT 45 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION AFORESAID, LYING SOUTH AND SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF LOT 37 IN "CHRISTIANA", BEING A SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION, AFOREMENTIONED, AND LYING SOUTHERLY OF A LINE DRAWN FROM THE INTERSECTION OF THE SOUTH AND SOUTHWESTERLY LINES OF LOT 45 IN N. T. WRIGHT'S SUBDIVISION AFOREMENTIONED, TO THE INTERSECTION OF THE EAST AND SOUTHEASTERLY LINES OF LOT 37 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED, LYING NORTH OF THE NORTH LINE OF LOTS 46 TO 50, BOTH INCLUSIVE, IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION, AFOREMENTIONED, LYING NORTHWESTERLY OF THE NORTHWESTERLY LINE OF LOT 38 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED, AND LYING NORTH OF THE NORTH LINE OF LOTS 39 TO 42, BOTH INCLUSIVE, IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED; LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 37 TO THE NORTHWEST CORNER OF LOT 42 IN "CHRISTIANA" SUBDIVISION, AFOREMENTIONED; LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 45 TO THE NORTHEAST CORNER OF LOT 50 IN BLOCK 3 IN N. T. WRIGHT'S SUBDIVISION, AFOREMENTIONED, IN COOK COUNTY, ILLINOIS.

## PARCEL 12:

THE EAST 1/2 OF THE VACATED NORTH-SOUTH ALLEY LYING WEST OF AND ADJOINING LOTS 25 TO 37 IN BLOCK 3 OF N. T. WRIGHT'S SUBDIVISION OF LOT 4 OF THE SUPERIOR COURT

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## CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1410 008350054 OF

STREET ADDRESS:

CITY:

COUNTY:

TAX NUMBER:

### LEGAL DESCRIPTION:

PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE NORTH LINE OF LOT 25 EXTENDED WESTERLY AND NORTH OF THE SOUTH LINE OF LOT 37 EXTENDED WESTERLY, IN COOK COUNTY, ILLINOIS.

PARCEL 13:

THE WEST 1/2 OF THE VACATED ALLEY LYING EAST OF AND ADJOINING LOTS 17 TO 28 AND THAT PART OF LOT 29 IN CHRISTIANA SUBDIVISION OF THE EAST 1/2 OF LOT 5 IN THE SUPERIOR COURT PARTITION OF THE EAST 1/2 OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE NORTH LINE OF LOT 17 EXTENDED EASTERLY AND NORTH OF THE NORTH LINE OF THE SOUTH 16 FEET OF LOT 29 EXTENDED EASTERLY, IN COOK COUNTY, ILLINOIS.

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