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INSTRUMENT PREPARED BY
LANCE JOHNSON
MARTIN & KARCAZES, LTD.
161 N. Clark St. - Suite 550
Chicago, IL 60601



Doc#: 0712208062 Fee: \$32.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/02/2007 12:46 PM Pg: 1 of 5

PLEASE MAIL TO:
ARCHER BANK
4970 S. Archer Ave.

Chicago, Illinois 60632

CHICAGO TITLE LAND TRUST COMPANY

AS SUCCESSOR TRUSTEE TO

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, PINNACLE BANK, as successor Trustee to First National Bank of Cicero under Trust Agreement dated January 21, 1997 and also known as Trust No. 11458, (hereinafter called "Assignor"), the owner of the certain premises commonly described as **8506-08 S. CICERO, BURBANK, ILLINOIS** and legally described as follows:

SEE ATTACHED EXHIBIT "A".

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 Ave., Chicago, Illinois 60632 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by MARWAN J. ABU-REZEQ (the "Borrower"), secured by a certain Mortgage made by Assignor to Assignee, dated APRIL 27, 2007, 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 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.
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 of Leases and Rents is executed by PINNACLE BANK, as successor Trustee to First National Bank of Cicero under Trust Agreement dated January 21, 1997 and also known as Trust No. 11458, in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Bank hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Bank generally or in any capacity other than as Trustee as aforesaid, because or in respect of this assignment or the said note, and its liability as such Trustee shall be

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limited to and enforceable only out of the property described in this assignment, 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 undersigned has caused this instrument to be executed on the 27th day of APRIL, 2007.

ASSIGNOR:

**CHICAGO TITLE LAND TRUST COMPANY
AS SUCCESSOR TRUSTEE TO**

PINNACLE BANK, successor to First National Bank of Cicero, Trustee u/t/a dated January 21, 1997 and a/k/a Trust No. 11458 **SEE ATTACHED EXCULPATORY**

CLAUSE FOR SIGNATURE

By: _____

Its President

Attest: _____

Its Secretary

**Attestation not required
pursuant to corporate by-laws.**

State of Illinois)
) ss.
County of Cook)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that _____, known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument as President and Secretary of PINNACLE BANK, as Trustee under Trust No. 11458, appeared before me this day in person and acknowledged that he/she/they signed and delivered the said instrument as his/her/their own free and voluntary act, and as the free and voluntary act of said company for the uses and purposes therein set forth.

Dated: APRIL __, 2007

Notary Public

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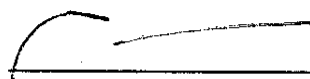
EXCULPATORY CLAUSE FOR CHICAGO TITLE LAND TRUST COMPANY, AS TRUSTEE UNDER TRUST NO. 11458 ATTACHED TO AND MADE A PART OF THAT ASSIGNMENT OF RENTS WITH ARCHER BANK

It is expressly understood and agreed by and between the parties hereto, 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 CHICAGO TITLE LAND TRUST COMPANY, 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: April 27, 2007

CHICAGO TITLE LAND TRUST COMPANY
as Trustee as aforesaid and not personally

By:



Eileen F. Neary
Assistant Vice President

State of Illinois
County of Cook


SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that the above named Assistant Vice President of **CHICAGO TITLE LAND TRUST COMPANY**, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Assistant Vice President, appeared before me this day in person and acknowledged that she/he signed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of the Company for the uses and purposes therein set forth, and the said Assistant Vice President caused the corporate seal of said Company to be affixed to said instrument as his/her own free and voluntary act and as the free and voluntary act of said Company for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this April 27, 2007



Notary Public


THERESA DE VRIES
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 07/29/2009

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EXHIBIT "A"

LEGAL DESCRIPTION

LOT 10 IN BOWEN AND CLINE'S AIRPORT SUBDIVISION OF LOT 17 IN FREDERICK H. BARTLETT'S ARROW FIELDS BEING A SUBDIVISION OF THE SOUTH 20 ACRES OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 33, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND OF THE SOUTHEAST 1/4 OF SAID SECTION 33 (EXCEPT PART THEREOF DEDICATED FOR PUBLIC HIGHWAY) IN COOK COUNTY, ILLINOIS.

PIN: 19-33-407-027-0000

COMMON ADDRESS: 8506-08 S. CICERO, BURBANK, IL.