UNOFFICIAL COPY

Prepared by and after recording return to:

West Suburban Bank 711 Westmore/Meyers Rd. Lombard IL 60148



Doc#: 0712311002 Fee: \$36.00 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 05/03/2007 09:10 AM Pg: 1 of 7

PIRST AMERICAN TITLE
ORDER #

ASSIGNMENT OF RENTS AND LEASES

Fatic# 154839

KNOW ALL MEN BY THESE PRESENTS, that ADVANTAGE FINANCIAL PARTNERS LLC, whose address is 2190 Gleastone Court, Suite E, Glendale Heights IL 60139 ("Assignor") in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of whereof are hereby acknowledged, does hereby absolutely and unconditionally assign, transfer and set over unto WEST SUBURBAN BANK, whose address is 711 S. Westmore-Meyers Road, Lombard IL 60148 (hereinafter referred to as the "Mortgagec") all right, title and interest of Assignor in, under, or pursuant to any and all present or future leases, whether watter or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or part of the real estate and premises hereinafter described which Assignor may have heretofore made or agreed to or may hereafter make or agree to, or which may be made or agreed to by Mortgagee under the powers hereinater granted, including all amendments and supplements thereto and renewals thereof at any time made (here in iter "Lease" or collectively "Leases"), all relating to that certain real estate described in Exhibit A attached hereis and made a part hereof and the improvements now or hereafter erected thereon (the "Premises") including without limiting the generality of the foregoing, all right, title and interest of Assignor in and to all the reats (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of tenants under the Leases.

This Assignment is made and given as security for (i) the payment in full of all principal of and interest of an advance in the amount of \$288,000.00 (the "Advance") made under a certain promissory note dated July 6, 2005 executed by Assignor and payable to the order of Mortgagee in the amount of \$10,000,000 00 and any modification, extension, renewal, or replacement thereof or any substitution therefor (the "Note"), (ii) the performance of all obligations, covenants, promises and agreements contained herein or in that certain Mortgage bearing even date herewith executed by Assignor in favor of Mortgagee (the "Mortgage") conveying and mortgaging the Premises as security for the Advance and any and all other indebtedness intended to be secured thereby, and (iii) the payment of all expenses and charges, legal or otherwise, paid or incurred by Mortgagee in realizing upon, or protecting the indebtedness referred to in the foregoing clauses (i) and (ii) or any security therefor, including this Assignment.

Assignor does hereby irrevocably authorize and empower Mortgagee to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Assignor could do, and in Mortgagee's discretion to file any claim or take any other action or proceeding, which Mortgagee may deem necessary or appropriate to collect any and all sums due or to become due under any Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of Mortgagee in and to such sums

70

0712311002 Page: 2 of 7

UNOFFICIAL COPY

and the security intended to be afforded hereby.

Assignor warrants to Mortgagee that Assignor has full power and authority to make this Assignment and that Assignor has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rents and other sums due or which may hereafter become due and which are intended to be assigned hereunder.

Notwithstanding the foregoing provisions making and establishing a present and absolute transfer and assignment of all rents, earnings, income, issues and profits as aforesaid, so long as there has been no occurrence of any Event of Default as such term as defined in the Note or the Mortgage (hereinafter referred to as "Event of Default"), Assignor shall have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due.

Assignor hereby irrevocably consents to and authorizes and directs that the tenant under any Lease upon demand and notice from Mortgagee of Mortgagee's right to receive the rents hereunder, shall pay such rents to Mortgagee with out any obligation on the part of such tenant to determine the actual existence of any Event of Default or every claimed by Mortgagee as the basis for Mortgagee's right to receive such rents and notwithstanding any notice from or claim of Assignor to the contrary. Assignor hereby waives every right or claim against any tenant for any such rents paid by tenant to Mortgagee.

Without limiting any legal rights of Mortgagee as the absolute assignee of the rents, issues and profits of the Premises and in furtherance thereof, Assignor agrees that upon the occurrence of an Event of Default, Mortgagee may, at its option, take actual possession of the Premises hereinabove described, or of any part thereof, personally or by agent or attorney, enter upon, take, and maintain possession of all or any part of said Premises together with all documents, books, records, papers and accounts relating thereto, and exclude Assignor, its agents or servants, therefrom and hold, of erate, manage and control the Premises, and at the expense of Assignor, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious, and pay taxes, assessments and prior or proper courges on the Premises, or any part thereof, and insure and reinsure the same, and lease the Premises in such partels and for such times and on such terms as Mortgagee may deem proper, including Leases for terms expiring beyond the maturity of the indebtedness secured by said Mortgage, and cancel any Lease or sublease for any cause or on any ground which would entitle Assignor to cancel the same and in every such case have the right to manage at doperate the said Premises and to carry on the business thereof as Mortgagee shall deem best.

After payment of all proper charges and expenses, including the just and reconable compensation for the services of Mortgagee, its attorneys, agents, clerks, servants and others employed by the Mortgagee in connection with the operation, management and control of the Premises and the conduct of the business thereof, and such further sums as may be sufficient to indemnify Mortgagee against any liability, ross or damage, on account of any matter or thing done in good faith in pursuance of the rights and powers of Mortgagee hereunder, Mortgagee may, at its option, credit the net amount of income which Mortgagee may receive by virtue of this Assignment and from the Premises to any and all amounts due or owing to Mortgagee under the terms and provisions of the Note, the Mortgage, and any loan or security agreement pertaining thereto. Mortgagee shall have the right, but not the duty, to apply such net income to the discharge of any other lien or charge upon the Premises. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of Mortgagee. Mortgagee shall be subrogated to any lien or charge discharged out of the rents, income and profits of the Premises.

Assignor hereby further covenants and agrees that Assignor will, upon request of Mortgagee, execute and deliver such further instruments and do and perform such other acts and things as Mortgagee may reasonably deem necessary or appropriate to more effectively vest in and secure to Mortgagee the rights and rents which are intended to be assigned to Mortgagee hereunder.

0712311002 Page: 3 of 7

UNOFFICIAL COPY

Assignor covenants and agrees to observe and perform all of the obligations imposed on it under the Leases and not to do or permit to be done anything to impair the security thereof, not to further assign or encumber its rights under the Leases or its rights to the rents or other sums due or to become due thereunder, not to accept rent more than one month in advance, and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Mortgagee. Assignor further covenants and agrees, at the request of Mortgagee, to submit the executed originals of all Leases to Mortgagee.

The acceptance by Mortgagee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of actual physical possession of the Premises by Mortgagee, be deemed or construed to constitute Mortgagee a mortgagee-in-possession nor thereafter impose any obligation who over upon Mortgagee, it being understood and agreed that Mortgagee does not hereby undertake to perform or discharge any obligation, duty or liability of the landlord under any Leases of the Premises or under or by reason of this Assignment. Mortgagee shall have no liability to Assignor or anyone for any action taken or can ted to be taken by it hereunder, except for its willful misconduct or negligence. Should Mortgagee incur any liability, loss or damage under or by reason of this Assignment or for any action taken by Mortgagee hereunder, or in defense against any claim or demand whatsoever which may be asserted against Mortgagee arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereor, at the default rate of interest as provided in the Note, shall be secured by this Assignment and by the Mortgage, and Assignor shall reimburse Mortgagee therefor immediately upon demand.

The rights and remedies of Mort age hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Morts age shall have under the said Note, Mortgage or any other instrument or document or under applicable law and the exercise by Mortgagee of any rights and remedies herein contained shall not be deemed a waiver of ary other rights or remedies of Mortgagee, whether arising under the Mortgage or otherwise, each and all of which may be exercised whenever Mortgagee deems it in its interest to do so. The rights and remedies of Mortgagee may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Mortgagee to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, shall not be construed or deemed to be a waiver of any rights under the terms hereof. The right of Mortgagee to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Mortgagee shall, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises after any foreclosure sale.

This Assignment shall be assignable by Mortgagee and all of the terms and provisions hereof shall be binding upon and inure to the benefit of the respective executors, administrators, legil representatives, successors and assigns of each of the parties hereto.

Dated as of the 23rd day of April, 2007.

ADVANTAGE FINANCIAL PARTNERS LLC

By its Manager:

SAFE PROPERTIES,

Bv:

Randy Rantz, Its Manage

westsub2 advantage arl jan 2007.doc

0712311002 Page: 4 of 7

UNOFFICIAL COPY

STATE OF ILLINOIS
COUNTY OF COUNTY
I, the undersigned a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that
T'S OFFICE

0712311002 Page: 5 of 7

UNOFFICIAL COPY

EXHIBIT "A" LEGAL DESCRIPTION

Property Address: 1410 Beach Ave, LaGrange Park, IL 60526

PIN: 15-28-406-023-0000

LOT 71 IN ELM TERRACE, A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER (EXCEPT THE WEST 30 RODS THEREOF) SECTION 28, TOWNSHIP 34 NORTH, RANGE 12, EAST OF THE THRID PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

0712311002 Page: 6 of 7

UNOFFICIAL COPY

AGREEMENT TO PROVIDE INSURANCE

PRINCIPAL ADVANCE: \$ 288,000.00 ADVANCE DATED: April 23, 2007

LOAN NUMBER 9300105732

GRANTOR:

ADVANTAGE FINANCIAL PARTNERS LLC

2190 GLADSTONE COURT STE E GLENDALE HEIGHTS IL 60139

LENDER:

WEST SUBURBAN BANK

711 S. WESTMORE/MEYERS ROAD

LOMBARD IL 60148

COLLATERAL: 1413 B. ach Avenue, La Grange Park, IL 60526

Type: Fire and extended coverage

Amount: Full insurable value

Basis: Replacement value

Endorsements: Standard mortgagee's clause with stipulation that coverage will not be cancelled or diminished without a minimum of 15 days prior wr'tten notice to Lender, and without disclaimer of the insurer's liability for failure to give such notice.

Latest Delivery Date: By the closing date

INSURANCE COMPANY: Grantor may obtain insurance from any insurance company Grantor may choose that is reasonably acceptable to Lender. Grantor undersate was that credit may not be denied solely because insurance was not purchased through Lender.

FLOOD INSURANCE:

The collateral securing this loan is not currently located in an area identified as having special flood hazards. Therefore, no special flood hazard insurance is necessary at this time. Should the Collateral at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Collateral is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood Insurance may be purchase under the National Flood Insurance Program or from private insurers.

INSURANCE MAILING ADDRESS: All documents and other materials relating to Insurance for this loan should be mailed, delivered, or directed to the following address:

West Suburban Bank
Attention: Commercial Loan Dept.
711 S. Westmore/Meyers Rd.
Lombard IL 60148

0712311002 Page: 7 of 7

UNOFFICIAL COPY

FAILURE TO PROVIDE INSURANCE: Grantor agrees to deliver to Lender, on the latest delivery date stated above, evidence of the required Insurance as provided above, with an effective date of the advance date indicated above or earlier.

INSURANCE COVERAGE REQUIRED BY GRANTOR'S AGREEMENT WITH LENDER, LENDER MAY PURCHASE INSURANCE AT GRANTOR'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE COLLATERAL. THIS INSURANCE MAY, BUT NEED NOT. PROTECT GRANTOR'S INTERESTS. THE COVERAGE THAT LENDER PURCHASES MAY NOT PAY ANY CLAIM THAT GRANTOR MAKES, OR ANY CLAIM THAT IS MADE AGAINST GRANTOR IN CONNECTION WITH THE COLLATERAL. GRANTOR MAY LATER CANCEL ANY INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT GRANTOR HAS OBTAINED INSURANCE AS REQUIRED BY THEIR AGREEMENT. IF LENDER PURCHASES INSURANCE FOR THE COLLATER AL GRANTOR WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO GRANTOR'S TOTAL OUTSTANDING BALANCE OR OBLIGATION. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE GRANTOR MAY BE ABLE TO OBTAIN ON GRANTOR'S OWN.

IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.

AUTHORIZATION: For purposes of insurance coverage on the Collateral, Grantor authorizes Lender to provide to any person (including any insurance agent or company) all information Lender deems appropriate, whether regarding the Collater; i, the loan or other financial accommodations, or both.

GRANTOR ACKNOWLEDGES HAVING READ ALL OF THE PROVISIONS OF THIS Th. -10/4/5 Office AGREEMENT TO PROVIDE INSURANCE AND AGREES TO ITS TERMS. THIS AGREEMENT IS DATED:

GRANTOR:

ADVANTAGE FINANCIAL PARTNERS LLC

By its Manager:

SAFE PROPERTIES, LLC

Randy Rantz, its Manage