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



Doc#: 0720808210 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 07/27/2007 04:25 PM Pg: 1 of 6

PLEASE MAIL TO:
ALLEGIANCE COMMUNITY
BANK
8001 W. 183rd St.
Tinley Park, Illinois 60477

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, FIRST NATIONAL BANK OF ILLINOIS, a/s/w/a dated February 26, 1983 a/k/a Trust No. 3809, (hereinafter called "Assignor"), the owner of the certain premises commonly described as **946 OLD FARM RD., LYNWOOD, IL** 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 ALLEGIANCE COMMUNITY BANK, whose principal place of business is at 8001 W. 183rd St., Tinley Park, Illinois 60477 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by DALE JANSMA (the "Borrower"), secured by a certain Mortgage made by Assignor to Assignee, dated JUNE 29, 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

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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 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 FIRST NATIONAL BANK OF ILLINOIS as Trustee under its Trust Agreement dated February 26, 1988 and known as Trust No. 3809, 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

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assignment of the said note, and its liability as such Trustee shall be 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 29th day of JUNE, 2007.

ASSIGNOR:

FIRST NATIONAL BANK OF ILLINOIS, a/t/u/a dated February 26, 1988 a/k/a Trust No. 3809

By: **SEE SIGNATURE SHEET ATTACHED HERETO**
~~ITS PRESIDENT~~ **INCORPORATED BY REFERENCE HEREIN**

Attest: _____
Its Secretary

State of Illinois)
) ss.
County of _____)

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 FIRST NATIONAL BANK OF ILLINOIS, as Trustee under Trust No. 3809, 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: June __, 2007

Notary Public

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EXHIBIT "A"

LEGAL DESCRIPTION

THE SOUTH 1/2 (EXCEPT THE WEST 77.52 FEET THEREOF) OF THE SOUTHEAST FRACTIONAL 1/4 OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 15, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 33-17-400-005-0000

COMMON ADDRESS: 946 OLD FARM RD., LYNWOOD, ILLINOIS.

Property of Cook County Clerk's Office

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THIS INSTRUMENT IS EXECUTED BY THE UNDERSIGNED TRUSTEE, NOT PERSONALLY BUT SOLELY AS TRUSTEE UNDER THE TERMS OF THAT CERTAIN AGREEMENT DATED **FEBRUARY 26, 1988**, CREATING TRUST NO. **3809** AND IT IS EXPRESSLY UNDERSTOOD AND AGREED BY THE PARTIES HERETO, ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THAT EACH AND ALL OF THE COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS HEREIN MADE ARE MADE AND INTENDED, NOT AS PERSONAL COVENANTS, UNDERTAKINGS, REPRESENTATIONS AND AGREEMENTS OF THE TRUSTEE, INDIVIDUALLY, OR FOR THE PURPOSE OF BINDING IT PERSONALLY BUT THIS INSTRUMENT IS EXECUTED AND DELIVERED BY THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, AS TRUSTEE, SOLELY IN THE EXERCISE OF THE POWERS CONFERRED UPON IT AS SUCH TRUSTEE UNDER SAID AGREEMENT AND NOT PERSONAL LIABILITY OR PERSONAL RESPONSIBILITY IS ASSUMED BY NOR SHALL AT ANY TIME BE ASSERTED OR ENFORCED AGAINST FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, ON ACCOUNT HEREOF, OR ON ACCOUNT OF ANY COVENANT, UNDERTAKING, REPRESENTATION OR AGREEMENT HEREIN CONTAINED, EITHER EXPRESSED OR IMPLIED, ALL SUCH PERSONAL LIABILITY, IF ANY BEING HEREBY EXPRESSLY WAIVED AND RELEASED BY THE PARTIES HERETO OR HOLDER HEREOF, AND BY ALL PERSONS CLAIMING BY OR THROUGH OR UNDER SAID PARTIES OR HOLDER HEREOF.

IN WITNESS WHEREOF, SAID FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, HAS CAUSED ITS NAME TO BE SIGNED TO THESE PRESENTS BY ITS **VICE PRESIDENT & SR. TRUST OFFICER** AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED AND ATTESTED BY ITS **SENIOR VICE PRESIDENT** THIS **29TH** DAY OF **JUNE, 2007**.

FIRST NATIONAL BANK OF ILLINOIS,
LANSING, ILLINOIS AS TRUSTEE
AFORESAID AND NOT PERSONALLY.

BY: [Signature]
CHRISTOPHER W. YUGO, V.P. & SR. TRUST OFFICER

ATTEST:

[Signature]
THOMAS C. CORNWELL, SR. VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I **THE UNDERSIGNED**, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND IN THE STATE AFORESAID, DO HEREBY CERTIFY, THAT **CHRISTOPHER W. YUGO, V.P. & SR. TRUST OFFICER** OF THE FIRST NATIONAL BANK OF ILLINOIS, LANSING, ILLINOIS, A NATIONAL BANKING ASSOCIATION, AND **THOMAS C. CORNWELL, SR. V.P.** OF SAID FIRST NATIONAL BANKING ASSOCIATION, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFOREGOING INSTRUMENT AS SUCH **V.P. & SR. TRUST OFFICER** AND **SR. V.P.**, RESPECTIVELY, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACTS, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE, FOR THE USES AND PURPOSES THEREIN SET FORTH; AND THE SAID **SR. V.P.** DID ALSO THEN AND THERE ACKNOWLEDGE THAT **HE**, AS CUSTODIAN OF THE CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, DID AFFIX THE SAID CORPORATE SEAL OF SAID NATIONAL BANKING ASSOCIATION, TO SAID INSTRUMENT AS **HIS OWN** FREE AND VOLUNTARY ACT, AND AS THE FREE AND VOLUNTARY ACT OF SAID NATIONAL BANKING ASSOCIATION, AS TRUSTEE FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS **29TH** DAY OF **JUNE, 2007**.



[Signature]
NOTARY PUBLIC

STATEMENT REQUIRED FOR THE ISSUANCE OF ALTA OWNERS AND LOAN POLICIES

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Commitment No. _____ Loan No. _____

Date _____

To the best knowledge and belief of the undersigned, the following is hereby certified with respect to the land described in the above commitment.

1. That, except as noted at the end of this paragraph, within the last six (6) months a) no labor, service or materials have been furnished to improve the land, or to rehabilitate, repair, refurbish, or remodel the building(s) situated on the land; b) nor have any goods, chattels, machinery, apparatus or equipment been attached to the land or building(s) thereon, as fixtures; c) nor have any contracts been let for the furnishing of labor, service, materials, machinery, apparatus or equipment which are to be completed subsequent to the date hereof; d) nor have any notices of lien been received, except the following, if any: _____
2. There are no revolving credit mortgages, line of credit mortgages, home equity loan mortgages, or other voluntary liens or mortgages effecting title, other than those shown on Schedule B of the Commitment, except the following, if any: _____
3. That all management fees, if any, are fully paid, except the following: _____
4. That there are no unrecorded security agreements, leases, financing statements, chattel mortgages or conditional sales agreements in respect to any appliances, equipment or chattels that have or are to become attached to the land or any improvements thereon as fixtures, except the following, if any: _____
5. That there are no unrecorded contracts or options to purchase the land, except the following, if any: _____
6. That there are no unrecorded leases, easements or other servitudes to which the land or building, or portions thereof, are subject, except the following, if any: _____
7. That, in the event the undersigned is a mortgagor in a mortgage to be insured under a loan policy to be issued pursuant to the above commitment, the mortgage and the principal obligations it secures are good and valid and free from all defenses; that any person purchasing the mortgage and obligations it secures, or otherwise acquiring any interest therein, may do so in reliance upon the truth of the matters herein recited; and that this certification is made for the purpose of better enabling the holder or holders, from time to time, of the above mortgage and obligations to sell, pledge or otherwise dispose of the same freely at any time, and to insure the purchasers of pledgee thereof against any defenses thereto by the mortgagor or the mortgagor's heirs, personal representative or assigns.
8. That, I/we am/are the purchaser(s) or mortgagor(s) of land improved with a residential dwelling not exceeding four units, and no current survey or mortgagee's inspection report has been furnished to or is available to me/us. (Delete statement if not applicable.)

The undersigned makes the above statement for the purpose of inducing _____ Title Insurance Company to issue its owners or loan policy pursuant to the above commitment.

Seller or Owner

Purchaser

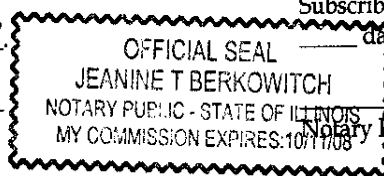
First National Bank of Illinois,
T/U/T #3809, and not individually

By: _____
Christopher W. Tugo, V.P. & Sr. Trust Officer

Subscribed and sworn to before me this
29th day of June, 2007.

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public



Notary Public

LENDER'S DISBURSEMENT STATEMENT

The undersigned hereby certifies that the proceeds of the loan secured by the mortgage to be insured under the loan policy to be issued pursuant to the above commitment were fully disbursed to or on the order of the mortgagor on _____. You are hereby authorized to date down the above the above commitment to cover the date of said disbursement.

Dated _____

Signature _____

This instrument is executed by FIRST NATIONAL BANK OF ILLINOIS, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by the FIRST NATIONAL BANK OF ILLINOIS are undertaken by it solely as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against the FIRST NATIONAL BANK OF ILLINOIS by reason of any of the covenants, statements, representations or warranties contained in this instrument.

The information contained in this certification has been furnished to the undersigned by the beneficiaries of Trust No. 3809 and the certification is made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity, for the truth or accuracy of the facts therein stated.

FIRST NATIONAL BANK OF ILLINOIS