

# UNOFFICIAL COPY



RECORDATION REQUESTED BY:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

Doc#: 0909049133 Fee: \$58.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 03/31/2009 01:28 PM Pg: 1 of 12

WHEN RECORDED MAIL TO:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

SEND TAX NOTICES TO:  
CHICAGO COMMUNITY BANK  
1110 WEST 35TH STREET  
CHICAGO, IL 60609

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

*FR 6711067 Jyo*  
FREEDOM TITLE CORP.

## ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated November 26, 2008, is made and executed between \*Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, not personally but as Trustee under Trust Agreement dated September 23, 1960 and known as Trust #10214 (referred to below as "Grantor") and CHICAGO COMMUNITY BANK, whose address is 1110 WEST 35TH STREET, CHICAGO, IL 60609 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Cook County, State of Illinois:

See attached Exhibit 'A'

The Property or its address is commonly known as 3170-3250 S. Archer Avenue, Chicago, IL 60608. The Property tax identification number is 17-31-204-013, 17-31-204-014, 17-31-204-015, 17-31-204-016, 17-31-204-017, 17-31-204-018, 17-31-204-019, 17-31-204-020, 17-31-204-021, 17-31-204-022, 17-31-204-023, 17-31-204-024, 17-31-204-025, 17-31-204-026, 17-31-204-027, 17-31-204-028, 17-31-204-038, 17-31-204-039, 17-31-204-048, 17-31-204-052 & 17-31-204-050.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

**FUTURE ADVANCES.** In addition to the Note, this Assignment secures all future advances made by Lender to

\* Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
Cosmopolitan National Bank of Chicago

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**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair to pay the costs thereof and of all services of an employee, including their equipment, and of all maintaining costs and expenses of maintaining the Property in proper repair and condition and also to pay the

**Enter the Property.** Lender may enter upon and take possession of the Property, demand, collect and receive from the tenants or from any other persons liable herefor, all of the Rents, rentals and charges on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property, collect the Rents and remove any tenant or tenants or other persons from

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at all times, and even though in default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**No Prior Assignment.** Grantor has not previously assigned or conveyed, or thinks to convey to any other person by any instrument now in force

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, liens, mortgages, and encumbrances, and relations except as disclosed to and accepted by Lender in writing.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that

collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

control of and operate and manage the Property and collect the Rents, provided that the granting of the right to

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents

as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not sue Borrower about any action or inaction of Borrower (including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action

Lender takes in connection with this Assignment. Borrower assumes the responsibility for doing and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of

Lender's comment or completion of any foreclosure action, either judicially or by exercise of a power of sale, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action or anti-deficiency" law, or any other law which may prevent Lender from obtaining any action against Grantor

**TERMS:** THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING

advances (excluding interest) exceed in the aggregate \$1,284,000.00.

Borrower or Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Borrower or Grantor, together with all interest thereon, however, in no event shall such future

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## ASSIGNMENT OF RENTS (Continued)

Loan No: 115-4885-7

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taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Illinois and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

**REINSTATEMENT OF SECURITY INTEREST.** If payment is made by Borrower, whether voluntarily or otherwise, or by guarantor or by any third party, on the Indebtedness and thereafter Lender is forced to remit the amount of that payment (A) to Borrower's trustee in bankruptcy or to any similar person under any federal or state bankruptcy law or law for the relief of debtors, (B) by reason of any judgment, decree or order of any court or administrative body having jurisdiction over Lender or any of Lender's property, or (C) by reason of any settlement or compromise of any claim made by Lender with any claimant (including without limitation Borrower), the Indebtedness shall be considered unpaid for the purpose of enforcement of this Assignment and this Assignment shall continue to be effective or shall be reinstated, as the case may be, notwithstanding any cancellation of this Assignment or of any note or other instrument or agreement evidencing the Indebtedness and the Property will continue to secure the amount repaid or recovered to the same extent as if that amount never had been originally received by Lender, and Grantor shall be bound by any judgment, decree, order, settlement or compromise relating to the Indebtedness or to this Assignment.

**LENDER'S EXPENDITURES.** If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under

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**Adverse Change.** A material adverse change occurs in Grantor's financial condition if Lender believes the prospect of payment or performance of the indebtedness is impaired.

**Events Affecting Guarantor.** Any of the preceding events occur with respect to any Guarantor if any of the indebtedness or any Guarantor dies or becomes incompetent or makes or disputes the validity of or fails to

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, and is borrowed against

having an adequate reserve or bond for the dispute.

**Insolvency.** The dissolution or termination of Borrowers or Grantor's business as a going business, the

**Insolvency of Borrower or Grantor.** The appointment of a receiver for any part of Borrowers or Grantor's

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## ASSIGNMENT OF RENTS (Continued)

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**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

**Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The mortgagee in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Assignment:

**Amendments.** This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Caption Headings.** Caption headings in this Assignment are for convenience purposes only and are not to be

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**Successors and Assigns.** Subject to any limitations stated in this Assignment or in the instrument of Grant, the Lender's rights and powers shall be deemed to be assigned to the Assignee, and the Assignee shall be deemed to be the Lender for all purposes of this Assignment.

**Severability.** If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, unenforceable or in violation of any applicable law, the court shall not invalidate the entire Assignment. The illegality, invalidity or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment. If the court finds that any provision of this Assignment is illegal, invalid, unenforceable or in violation of any applicable law, the court shall modify the Assignment so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be deemed deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment. If the court finds that any provision of this Assignment is illegal, invalid, unenforceable or in violation of any applicable law, the court shall modify the Assignment so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be deemed deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

**Powers of Attorney.** The various agencies and powers of attorney conveyed or tendered under this Assignment are granted for purposes of security and may not be revoked by Grantor with such force as the same are intended. The various agencies and powers of attorney conveyed or tendered under this Assignment are granted for purposes of security and may not be revoked by Grantor with such force as the same are intended.

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by registered mail, or when deposited in the United States mail as first class, certified or registered mail postage prepaid, directed to the address shown on the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. It is the intent of the parties to this Assignment that the purpose of the notice is to change the party's address. It is the intent of the parties to this Assignment that the purpose of the notice is to change the party's address. It is the intent of the parties to this Assignment that the purpose of the notice is to change the party's address. It is the intent of the parties to this Assignment that the purpose of the notice is to change the party's address.

**No Waiver by Lender.** Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No oral waiver by Lender for any purpose or dealing between Lender and Grantor shall constitute a waiver of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

**Interpretation.** In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors, Borrower and Grantor are not the same person. Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

**Merger.** There shall be no merger of the interest or estate created by this assignment with any other interest in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in the Assignment.

**Governing Law.** This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Illinois without regard to the conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

used to interpret or define the provisions of this Assignment.

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## ASSIGNMENT OF RENTS (Continued)

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this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**Waiver of Homestead Exemption.** Grantor hereby releases and waives all rights and benefits of the homestead exemption laws of the State of Illinois as to all Indebtedness secured by this Assignment.

**Waiver of Right of Redemption.** NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

**DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means C & J Auto Parts Inc.

**Default.** The word "Default" means the Default set forth in this Assignment in the section titled "Default".

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

**Grantor.** The word "Grantor" means Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago #10214.

**Guarantor.** The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

**Guaranty.** The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

**Indebtedness.** The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision, together with all interest thereon and all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

**Lender.** The word "Lender" means CHICAGO COMMUNITY BANK, its successors and assigns.

**Note.** The word "Note" means the promissory note dated November 26, 2008, in the original principal amount of \$284,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of,

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Property of

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON NOVEMBER 26, 2008.

**GRANTOR'S LIABILITY** This Assignment is executed by Grantor, not personally out as trustee as provided above in the exercise of the power and the authority conferred upon and vested in it as such trustee and Grantor thereby warrants that it possesses full power and authority to execute this instrument, and it is expressly understood and agreed that nothing in this Assignment or in the Note shall be construed as creating any liability on the part of Grantor personally to pay the Note or any interest that may accrue thereon, or any other indebtedness under the Assignment, or to perform any covenant either express or implied contained in the Assignment, all such liability, if any, being expressly waived by Lender and by every person now or hereafter claiming any right or security under this Assignment, and that so far as Grantor and its successors personally are concerned, the legal holder or holders of the Note and the owner or owners of any indebtedness shall look solely to the Property for the payment of the Note and indebtedness, by the enforcement of the lien created by this Assignment in the manner provided in the Note and herein or by action to enforce the personal liability of any guarantor.

whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

**Related Documents.** The words "Related Documents" mean all promissory notes, deed agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including without limitation, all rents, revenue, income, profits, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

refundings of, consolidations of, and substitutions for the promissory note or agreement. The interest rate on the Note is 5.000% based on a year of 360 days. Payments on the Note are to be made in accordance with the following payment schedule: in 59 regular payments of \$6,166.19, each and one regular last payment estimated at \$166,551.19. Borrower's first payment is due January 2, 2009, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on December 21, 2013, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest.



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## ASSIGNMENT OF RENTS (Continued)

Loan No: 115-4885-7

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GRANTOR:

\*COSMOPOLITAN BANK & TRUST, AS SUCCESSOR TRUSTEE TO THE  
\*COSMOPOLITAN NATIONAL BANK OF CHICAGO #10214

\*COSMOPOLITAN BANK & TRUST, AS SUCCESSOR TRUSTEE TO THE  
\*COSMOPOLITAN NATIONAL BANK OF CHICAGO, not personally but as  
Trustee under that certain trust agreement dated 09-23-1960 and known  
as Cosmopolitan Bank & Trust, as Successor Trustee to The  
Cosmopolitan National Bank of Chicago #10214.

By: [Signature]  
Authorized Signer for Cosmopolitan Bank & Trust, as  
Successor Trustee to The Cosmopolitan National Bank of  
Chicago

\*Park National Bank  
Successor Trustee to  
Cosmopolitan Bank & Trust  
Successor Trustee to  
Cosmopolitan National Bank of Chicago

ATTEST: [Signature]  
LAND TRUST ADMINISTRATOR

### TRUST ACKNOWLEDGMENT

STATE OF Illinois

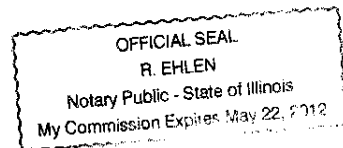
COUNTY OF Cook

On this 22nd day of December 2008 before me, the undersigned Notary  
Public, personally appeared James J. Baker Trust Officer, William Miller of  
Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago, Trustee  
of Cosmopolitan Bank & Trust, as Successor Trustee to The Cosmopolitan National Bank of Chicago #10214  
, and known to me to be an authorized trustee or agent of the trust that executed the ASSIGNMENT OF RENTS and  
acknowledged the Assignment to be the free and voluntary act and deed of the trust, by authority set forth in the  
trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he  
or she is authorized to execute this Assignment and in fact executed the Assignment on behalf of the trust.

By [Signature] Residing at \_\_\_\_\_

Notary Public in and for the State of \_\_\_\_\_

My commission expires \_\_\_\_\_



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## EXHIBIT 'A'

### PARCEL 1:

LOTS 8, 9, 10, AND 11 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS AND THE SOUTHERLY 1/2 OF THAT PART OF VACATED ALLEY LYING NORTHERLY AND ADJOINING LOTS 8, 9, AND 10, SAID VACATION RECORDED FEBRUARY 6, 1975 AS DOCUMENT 22990012.

### PARCEL 2:

LOTS 14 TO 24 INCLUSIVE AND THE NORTHEAST 1/2 OF LOT 39 AND THE SOUTHWEST 1/2 OF LOT 39 IN STINSON'S RESUBDIVISION OF THE SOUTHWESTERLY 1/2 OF LOT 37 AND ALL LOTS 38, 39, AND LOTS 45 TO 47 INCLUSIVE IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN THE CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### ALSO:

A STRIP OF LAND 30 FEET WIDE NORTHERLY OF AND ADJOINING LOTS 14 TO 28 BOTH INCLUSIVE IN THE RESUBDIVISION OF THE SOUTHWEST 1/2 OF LOT 37 AND ALL OF LOTS 38, 39, AND LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART TAKEN BY CONDEMNATION PROCEEDING FILED DECEMBER 4, 1987 AS 87L51399.

### ALSO:

THE SOUTHWESTERLY 1/2 OF LOTS 36, ALL LOT 37 AND THE NORTHEASTERLY 1/2 OF LOT 38 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

### PARCEL 3:

A PART OF LOTS 1 THRU 7 IN JUNKER'S SUBDIVISION OF OUT-LOT 8 IN THE CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PART OF SAID LOT IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SOUTH WOOD STREET AND SOUTH ARCHER AVENUE, BEING ALSO THE SOUTHWEST CORNER OF SAID LOT 1 AND RUNNING THENCE NORTH ALONG THE EAST LINE OF SOUTH WOOD STREET, BEING ALSO THE WEST LINE OF SAID LOT 1, A DISTANCE OF 120.79 FEET TO ITS INTERSECTION WITH THE SOUTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG THE LINE OF THE SOUTH FACE OF SAID BRICK BUILDING (THE LINE OF WHICH SOUTH FACE, IF EXTENDED EAST, WILL INTERSECT THE EAST LINE OF SAID LOT 7 AT A POINT 13.21 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7) A DISTANCE OF 39.10 FEET TO THE SOUTHEAST CORNER OF SAID BRICK BUILDING;

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THENCE NORTH, PARALLEL WITH THE WEST LINE OF SAID LOT 1, ALONG THE EAST FACE OF SAID BRICK BUILDING, A DISTANCE OF 19.70 FEET TO THE NORTH FACE OF A BRICK BUILDING;

THENCE EAST ALONG WITH LINE OF THE NORTH FACE OF THE LAST MENTIONED BRICK BUILDING AND ALONG AN EASTWARD EXTENSION OF SAID LINE A DISTANCE OF 98.34 FEET, TO A POINT ON THE EAST LINE OF SAID LOT 7 WHICH IS 33.70 FEET NORTH FROM THE SOUTHEAST CORNER OF LOT 7; THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 7 A DISTANCE OF 33.70 FEET TO THE SOUTHEAST CORNER OF LOT 7, BEING ON THE NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE, AND THENCE SOUTHWESTWARDLY ALONG SAID NORTHWESTERLY LINE OF SOUTH ARCHER AVENUE A DISTANCE OF 175 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 25 THRU 28 IN RESUBDIVISION OF SOUTHWEST 1/2 OF LOT 37 AND LOTS 38 AND 39 AND OF LOTS 45 TO 47 BOTH INCLUSIVE, ALL IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

ALSO:

LOTS 40 THRU 44 IN STINSON'S SUBDIVISION OF BLOCKS 1, 2, AND 10 IN CANAL TRUSTEES' SUBDIVISION OF THE EAST 1/2 OF SECTION 31, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

AN EASEMENT FOR THE BENEFIT OF PARCEL 3 FOR PASSAGE UPON AND OVER THE LAND AS CONTAINED IN RESERVATION OF EASEMENT, WHICH IS CONTAINED IN DEED IN TRUST RECORDED FEBRUARY 26, 1985 AS DOCUMENT 27454089, AND RECORDED DECEMBER 12, 1985 AS DOCUMENT 85321257, AND IN DEED IN TRUST RECORDED FEBRUARY 8, 1993 AS DOCUMENT 93102357.