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



Doc#: 0910733138 Fee: \$42.00  
Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 04/17/2009 02:24 PM Pg: 1 of 4

PLEASE MAIL TO:  
GOLD COAST BANK  
1201 N. Clark St. - Suite 204  
Chicago, Illinois 60610

## ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, CHICAGO TITLE LAND TRUST COMPANY, as trustee under trust agreement dated March 18, 2009 and known as trust number 8002352819, (hereinafter called "Assignor"), the owner of the certain premises commonly described as **2000 E. GOLF RD., SCHAUMBURG, ILLINOIS 60173**, 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 GOLD COAST BANK, an Illinois banking corporation, whose principal place of business is at 1201 N. Clark St., Suite 204, Chicago, Illinois 60610 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note in the principal amount of \$2,025,000.00, executed and delivered by the Assignor's beneficiaries, SIMGEO Holdings, LLC, Yam, LLC, Gbutcher, LLC and Schaumburg Holdings, LLC, all Illinois limited liability companies, and secured by a certain Mortgage made by Assignor to Assignee, dated APRIL 10, 2009, 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 Notes secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Notes 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 Notes 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 Notes 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 Notes, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Notes. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Notes 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 CHICAGO TITLE LAND TRUST COMPANY, as trustee under trust agreement dated March 18, 2009 and known as trust number 8002352819, 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 instrument and the note secured hereby); 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 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 Trustee 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 10th day of APRIL, 2009.

**ASSIGNOR:**

CHICAGO TITLE LAND TRUST COMPANY, as trustee under trust agreement dated March 18, 2009 and known as trust number 8002352819



By: *Lidia Marinca*  
Print: LIDIA MARINCA  
Its: President **TRUST OFFICER**

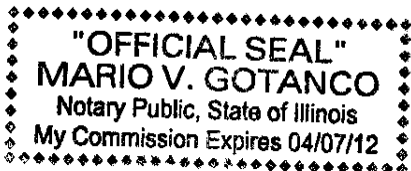
Attest: Attestation not required  
Print: pursuant to corporate by laws.  
Its: Secretary

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 LIDIA MARINCA **TRUST OFFICER**, known to me to be the same person/s whose name/s is/are subscribed to the foregoing instrument as President and Secretary of CHICAGO TITLE LAND TRUST COMPANY, as trustee under trust agreement dated March 18, 2009 and known as trust number 8002352819, 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 10th, 2009

*Mario V. Gotanco*  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION

LOT 1 AND OUTLOT A IN STEAK & ALE SCHAUMBURG SUBDIVISION, A RESUBDIVISION OF PART OF LOT 2 IN DIVISION OF FRACTION SOUTH QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 08-07-302-001-0000  
08-07-302-002-0000

COMMON ADDRESS: 2000 E. GOLF RD., SCHAUMBURG, ILLINOIS 60173.

Property of Cook County Clerk's Office