



Doc#: 1123417004 Fee: \$62.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 08/22/2011 08:44 AM Pg: 1 of 3

Form 6.2 Assignment of Rents
ASSIGNMENT OF RENTS

THIS ASSIGNMENT is made this ____ day of August 2011 by and between Roger T. Hess and Veronica Hastings, Husband and Wife ("Assignor") and First Community Bank of Plainfield ("Assignee").

WHEREAS, Assignor has executed and delivered to Assignee that certain Promissory Note dated August 12, 2011 in the original principal amount of One Million dollars and No/100 (\$1,000,000.00) (the "Note"); and

WHEREAS, Assignor is entitled to receive periodic rental payments (the "Rental Payments") on the following described real property

1819 North Newcastle Street, Chicago, IL 60707

See Exhibit A attached hereto and made a part thereof

And

WHEREAS, Assignor desires to assign to Assignee the Rental Payments for application to the unpaid balance of the Note and all renewals, modifications and extensions thereof, and all other indebtedness of Assignor to Assignee (the "Obligations").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns to Assignee all Assignor's right, title, and interest in the Rental Payments; Assignor hereby grants to Assignee the right to enforce, at the sole discretion of Assignee, all Assignor's rights under the Lease, including the right to sue for and collect unpaid Rental Payments. In the event Assignee elects not to enforce Assignor's rights under the Lease, Assignee agrees to enforce promptly all of such rights.
2. On or before the first banking day after Assignee receives each Rental Payment, Assignee will apply said Rental Payment to reduce the unpaid balance of the Note and the other Obligations in such manner as Assignee deems fit in its sole discretion. If Tenant makes the Rental Payment by check, Assignee will provisionally apply such payment until there is a final payment of Tenant's check. When there is a final payment of Tenant's check, the provisional application will become a final payment. In the event the Tenant's check is not finally paid, the provisional application of such payment shall be reversed. It is expressly agreed that Assignor's Note and Obligations shall not be reduced or credited until such time as Assignee receives each final Rental Payment. If Tenant fails or refuses to make a Rental Payment, Assignee shall have no obligation to reduce the unpaid balance of Note or Obligation. Assignor's duties to Assignee under the Note and Obligations shall not be excused or modified if Tenant (a) fails or refuses to make Rental Payments, or (b) is delinquent in making any Rental Payment(s).
3. Nothing herein shall constitute or be construed as a delegation to Assignee of Assignor's duties under the Lease. Assignor shall have the option, but not the duty, to enforce Tenant's obligation to pay Rental Payments. Further, Assignee shall have no obligation to Tenant whatsoever other than to accept each Rental Payment.
4. After the unpaid balance of the Note and any renewals, modifications, or extensions thereof, and after the repayment of all other Obligations and debts of Assignor to Assignee, Assignee agrees to assign back to Assignor all Assignee's rights created hereby within ten (10) days of the receipt by Assignee from Assignor of such a written request.
5. In the event Tenant breaches the Lease, and Assignee exercises its option hereunder to sue to enforce the Lease, Assignor agrees to reimburse Assignee for all Assignee's costs and reasonable attorney's fees incurred in connection with enforcing the Lease. Such costs and reasonable attorneys' fees may be paid by Assignee from the Rental Payments.
6. Assignor agrees to instruct Tenant to pay the Rental Payments directly to Assignee.
7. This Assignment shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, heirs and personal representatives.
8. Assignee's consent to allowing Tenant to make one or more Rental Payments to Assignor is not and shall not be deemed to be a waiver of Assignee's right to directly receive all other Rental Payments.

Property Clerk's Office

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ASSIGNOR

Roger T. Hess and Veronica Hastings

By: Roger T. Hess
Roger T. Hess

By: Veronica Hastings
Veronica Hastings

ASSIGNEE

First Community Bank of Plainfield

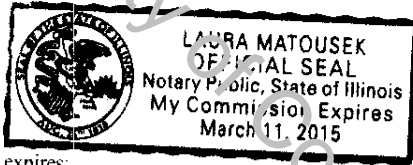
By: Joe Strejc
Joe Strejc, Vice President

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Roger T. Hess and Veronica Hastings are signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 13th day of August, 2011



(Seal, if any)

My commission expires:
3/11/2015

Laura Matousek
Notary Public

Print Name: LAURA MATOUSEK
County of Residence: COOK

STATE OF ILLINOIS

COUNTY OF Will

I, the undersigned Notary Public in and for said County, in said State, hereby certify that Joe Strejc, on behalf of First Community Bank of Plainfield as Vice President is signed to the foregoing instrument and acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 15 day of August, 2011



(Seal, if any)

My commission expires:
10/23/14

Nahira A. Hernandez-Newson
Notary Public

Print Name: Nahira A. Hernandez-Newson
County of Residence: Kendall

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File No.: 11-30451

SCHEDULE A

EXHIBIT A

Lot Numbered Twenty-seven (27) in Block 8 in J.E. White's 2nd Rutherford Park Addition to Chicago, a Subdivision of the Southwest 1/4 (EXCEPT the West 22.28 chains thereof) in Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois.

Pin No.: 13-31-313-013-0000

Property Address: 1819 North Newcastle Street, Chicago, IL 60707

Property of Cook County Clerk's Office

This Search Report is valid only if Schedule B is attached.
Schedule A consists of 2 page(s)