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1124323 3075
RECORDATION REQUESTED BY:

CHARTER NATIONAL BANK
AND TRUST
HOFFMAN ESTATES
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL
60169



Doc#: 1126945065 Fee: \$56.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 09/26/2011 03:05 PM Pg: 1 of 11

WHEN RECORDED MAIL TO:

CHARTER NATIONAL BANK
AND TRUST
HOFFMAN ESTATES
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL
60169

SEND TAX NOTICES TO:

CHARTER NATIONAL BANK
AND TRUST
HOFFMAN ESTATES
2200 W. HIGGINS ROAD
HOFFMAN ESTATES, IL
60169

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated September 1, 2011, is made and executed between CHARTER NATIONAL BANK AND TRUST, not personally but as Trustee on behalf of CHARTER NATIONAL BANK AND TRUST AND KNOWN AS TRUST NUMBER 1931 DATED SEPTEMBER 1, 2011, whose address is 2200 W HIGGINS ROAD, HOFFMAN ESTATES, IL 60169 (referred to below as "Grantor") and CHARTER NATIONAL BANK AND TRUST, whose address is 2200 W. HIGGINS ROAD, HOFFMAN ESTATES, IL 60169 (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:

PARCEL 1: UNIT 2803, IN THE ONE MUSEUM PARK EAST CONDOMINIUM, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 1 IN BLOCK 2 SUBDIVISION, BEING A RESUBDIVISION OF LOT 2 IN KILEY'S SUBDIVISION OF PART OF FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 0809922000, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

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THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE SOUTH PRAIRIE AVENUE, UNIT GU-385, CHICAGO, IL 60605. The Property tax identification number is 17-22-110-135-1141 AND 17-22-110-125-1671.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF STORAGE SPACE S-134, A LIMITED COMMON ELEMENT, AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0809922000.

PARCEL 3: GU-385 IN THE TOWER RESIDENCES CONDOMINIUMS, AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED PROPERTY: LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART OF LOT 1 IN KILEY'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE LAND PROPERTY AND SPACE IN FRACTIONAL SECTION 22, TOWNSHIP 39 NORTH, RANGE 14, WEST OF THE THIRD PRINCIPAL MERIDIAN, LYING BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 25.18 CHICAGO CITY DATUM AND DYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 14.88 CHICAGO CITY DATUM AND DYING WITHIN ITS HORIZONTAL BOUNDARY PROJECTED VERTICALLY AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 00°00'00" EAST, ALONG THE WEST LINE THEREOF, 19.36 FEET; THENCE SOUTH 90°00'00" EAST, 26.32 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°04'10" WEST, 36.31 FEET; THENCE NORTHERLY 13.18 FEET ALONG THE ARC OF A CIRCLE, HAVING A RADIUS OF 136.61 FEET, CONVEX WESTERLY, AND WHOSE CHORD BEARS NORTH 13°45'32" WEST A DISTANCE OF 13.17 FEET; THENCE NORTH 70°29'29" EAST, 0.41 FEET; THENCE NORTH 88°19'45" EAST, 5.41 FEET; THENCE SOUTH 00°28'25" WEST, 1.13 FEET; THENCE SOUTH 89°54'00" EAST, 1.72 FEET; THENCE SOUTH 00°11'42" EAST, 2.94 FEET; THENCE SOUTH 88°36'47" EAST, 2.79 FEET; THENCE SOUTH 00°05'25" WEST, 5.70 FEET; THENCE NORTH 89°34'58" EAST, 1.41 FEET; THENCE NORTH 00°18'21" EAST, 0.11 FEET; THENCE SOUTH 89°41'39" EAST, 8.87 FEET; THENCE SOUTH 00°04'15" WEST 0.83 FEET; THENCE SOUTH 89°41'50" EAST, 3.88 FEET; THENCE NORTH 00°18'10" EAST, 1.9 FEET; THENCE SOUTH 89°48'37" EAST, 14.33 FEET; THENCE NORTH 00°19'17" EAST, 1.69 FEET; THENCE NORTH 89°52'08" EAST, 14.43 FEET; THENCE SOUTH 00°11'08" EAST, 5.26 FEET; THENCE SOUTH 89°49'40" EAST, 14.33 FEET; THENCE SOUTH 00°07'47" WEST, 25.19 FEET; THENCE SOUTH 89°52'13" EAST, 5.67 FEET; THENCE SOUTH 00°57'07" WEST, 8.32 FEET; THENCE WESTERLY 70.75 FEET ALONG THE ARC OF A CIRCLE HAVING A RADIUS OF 128.18 FEET, CONVEX SOUTHERLY, AND WHOSE CHORD BEARS SOUTH 89°59'01" WEST A DISTANCE OF 69.86 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS; WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 0613532041, AS AMENDED FROM TIME TO TIME, TOGETHER WITH AN UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 4: NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 3 AND OTHER PROPERTY FOR PEDESTRIAN AND LIMITED VEHICULAR INGRESS AND EGRESS AS CREATED BY GRANT OF ACCESS EASEMENT AND AGREEMENT FOR USE AND MAINTENANCE OF EASEMENT PARCEL RECORDED JULY 27, 2000 AS DOCUMENT NUMBER 00570791 MADE BY CHICAGO TITLE TRUST NUMBER 10800000 AND MUSEUM PARK EAST, LLC.

The Property or its address is commonly known as 1211 SOUTH PRAIRIE AVENUE, UNIT 2803 and 1235 SOUTH PRAIRIE AVENUE, UNIT GU-385, CHICAGO, IL 60605. The Property tax identification number is 17-22-110-135-1141 AND 17-22-110-125-1671.

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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 TERMS:

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, 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 or fails to take under this Assignment.

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 control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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

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.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

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.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

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.

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 therefor, all of the Rents; institute and carry 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 the Property.

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 all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all 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.

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ASSIGNMENT OF RENTS

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entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of the Trust, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Borrower demanding cure of such default: (1) cures the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiates steps

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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 or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by amount. Employment by Lender shall not disqualify a person from serving as a receiver.
receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial in possession or receiver may serve without bond if permitted by law. Lender's right to the appointment of a and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The mortgagee receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve **Mortgagee in Possession.** Lender shall have the right to be placed as mortgagee in possession or to have a exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and **Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the 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.

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

Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or **RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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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 used to interpret or define the provisions of this 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 its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Illinois.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of COOK County, State of Illinois.

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 this Assignment.

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

Interpretation. (1) 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. If 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.

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 prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any 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 continuing 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.

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 telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be

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Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security

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.

Note. The word "Note" means PROMISSORY NOTE DATED SEPTEMBER 1, 2011 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$337,661.75 BETWEEN BORROWER AND BANK, TOGETHER WITH ALL RENEWALS OF, EXTENSIONS OF, MODIFICATIONS OF, REFINANCINGS OF, CONSOLIDATIONS OF, AND SUBSTITUTIONS FOR THE ORIGINAL PROMISSORY NOTE OR AGREEMENT.

Lender. The word "Lender" means CHARTER NATIONAL BANK AND TRUST, its successors and assigns.

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.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Grantor. The word "Grantor" means CHARTER NATIONAL BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated September 1, 2011 and known as CHARTER NATIONAL BANK AND TRUST.

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.

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

Borrower. The word "Borrower" means GIRDHARI DASSANI and DAMYANTI DASSANI.

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.

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.

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

Waive Jurisdiction. 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.

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

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, 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.

considered 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.

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deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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, issues, 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.

GRANTOR'S LIABILITY This Assignment is executed by Grantor, not personally but 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 this Assignment, or to perform any covenant either express or implied contained in this 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.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON SEPTEMBER 1, 2011.

GRANTOR:



CHARTER NATIONAL BANK AND TRUST, not personally but as Trustee under that certain trust agreement dated 09-01-2011 and known as CHARTER NATIONAL BANK AND TRUST.

By:

Mary Machnik, ATO
 MARY MACHNIK, ASST TRUST OFFICER of CHARTER
 NATIONAL BANK AND TRUST

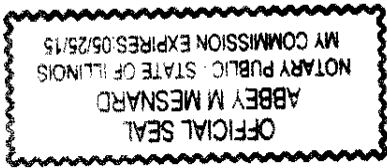
AND NOT PERSONALLY

**SUBJECT TO THE EXCULPATORY PROVISIONS ATTACHED
 HERETO AND MADE A PART HEREOF**

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My commission expires _____

Notary Public in and for the State of _____

By _____

Residing at _____

On this _____ day of _____, 2011, before me, the undersigned Notary Public, personally appeared MARY MACHNIK, ASST TRUST OFFICER of CHARTER NATIONAL BANK AND TRUST, Trustee of CHARTER NATIONAL BANK AND TRUST, 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.

COUNTY OF Cook

STATE OF Illinois

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() SS
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TRUST ACKNOWLEDGMENT

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Exculpatory Rider

This Assignment of Rents is executed by **Charter National Bank and Trust**, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred on and vested in it as such Trustee, and it is expressly understood and agreed that nothing herein or in said mortgage or in said note contained shall be construed as creating any liability on the said **Charter National Bank and Trust** personally to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any agreement or covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as **Charter National Bank and Trust** personally is concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder or anyone making any claim hereunder shall look solely to the premises hereby conveyed and to the rents hereby assigned for the payment thereof, by the enforcement of the lien hereby created, in the manner herein and in said mortgage and note provided.

Property of Cook County Clerk's Office