Doc#: 1209046035 Fee: \$48.25 Eugene "Gene" Moore RHSP Fee:\$10.00 Cook County Recorder of Deeds Date: 03/30/2012 11:42 AM Pg: 1 of 5 Carata

or .

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#### ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") in made on February 13, 2012, between GENESIS 1, LLC, a Illinois Limited Liability Company, whose address is 3108 State Rt 59 - Ste 124-260, Naperville, Illinois 60564 ("Assigner") and GreenChoice Bank, fsb was address is 5225 W. 25th Street, CICERO, Illinois 60804 ("Assignee"), which is organized and existing under the laws of the United States of America. Assignor, in consideration of loans extended by Assignee up to a max mum principal amount of Sixty-two Thousand Eight Hundred Twenty and 00/100 Dollars (\$62,820.00) and tor case valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns and sets over to a safe need all rents, issues, profits and privileges (now due or which may hereanted one me due) of the following described real property:

Address: 114 N. COTTAGE GROVE, Glenwood, Illinois 60425

Legal Description: LOT 94 TO THE SECOND ADDITION TO GLENWOOD GARDEN'S BEING A SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECT ON 3, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS

Parcel ID/Sidwell Number: 32-03-413-019-0000

("Property") which secures the following:

Loan with a principal amount of \$62,820.00

Assignor further grants all leases now or hereafter existing on all or any part of the Property, whether written or oral, or any letting or any agreement for the use of occupancy of any part of the Property which may have been or which may hereafter be made or agreed to between Assignor and any other present, prior, or subsequent owner of the Property, or any interest therein, or which may be made or agreed to by Assignee, its successors or assigns, under the powers herein granted, and any tenant or occupant of all or any part of the Property (collectively, the "Leases" and each, a "Lease"), including without limitation any leases existing as of the date of this Assignment ("Existing Leases") and described further as:

STANDARD FORM RENTAL/LEASE AGREEMENTS DESIGNATING AMOUNT PER MONTH, BEGINNING LEASE/RENTAL DATE, EXPIRATION DATE AND ANY SPECIAL TERMS/RATES RELATED TO RENTAL. ALL LEASE/RENTAL AGREEMENTS MUST BE PROVIDED TO THE LENDER. ANY UNIT CURRENTLY VACANT UNIT WHEN

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www.compliancerysteric.com

HIS IS TO CERTIFY THAT THIS IS A TRUE AM

XACT COPY OF THE ORIGINAL DOCUMENT

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LEAST DIRENTED WHEN AGREEMENT EXECUTED MUST BE PROVIDED TO THE LEAST'S, SAID AGREEMENTS ARE AND WILL BE COVERED BY THIS ASSIGNMENT.

RELATED DCC! MENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgage. Prior deeds of trust, business loan agreements, construction loan agreements, resolutions, gnaranties, environment agreements, subordination agreements, assignments of leases and rents and any other documents or agreement. Le lifed in connection with this Assignment whether now or hereafter existing. The Related Documents are hereoy made part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment see ares the principal amount shown above as may be evidenced by a promissory note or notes of even, primer or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or har after owing from Assignor to Assignee, howsoever created or arising, whether primary, secondary or conting and one of such indebtedness, as well as the agreement, and other arising out of such indebtedness, as well as the agreement, and other arising out of such indebtedness, as well as the agreement, and other arising out of such indebtedness, as well as the agreement, and other arising out of such indebtedness as the "Indebtedness").

AMENDMENT OR MODIFICATION OF LEASES. With respect to any Existing Leases or any Leases executed upon the Property after the creation of this Assigner, and so long as the Indebtedness remains unpaid, Assigner shall not, without the written consent of Assignee: (a) consent of Assignee; (b) accept the surrender of any Leases; (c) modify or after any Leases in any way, either orally or in writing; (d) reduce the rental set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leaves, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other days sit in of any Leases, or of the rentes, issues and profits derived from the use of the Property. Any of the above acts, if c'an without the written consent of Assignce, shall be null and void, and shall constitute a default under the Asignment and the Related Decembers.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) except fo the Existing Leases, there are no leases, subleases or agreements to lease or sublease all of or any part of the Property, (b) the Existing Leases are valid and enforceable and no default exists under the Existing Leases; (c) Assignor is emitted to receive all the rents, issues and profits and to enjoy all the rents and benefits mentioned herein and assign in hereby; (d) said rents, issues and profits have not been sold, assigned, transferred or set over by any instrument who will a force and shall not at any time during the life of this Assignment be sold, assigned, transferred or set over by A signor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (c) Assignor by, interests, powers, and authorities herein granted and conferred.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Assignee agrees not to demand from any lessor or lessee under the Existing Leases or from any other persons liable frierefor, any of the rents, issues or profits hereby assigned, but shall permit Assignor to collect all such rents, issues and profits from the Property and the Existing Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an \*Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Assignee that is false or misleading in any material respect by Assignor or any person obligated on the indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;

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(e) A sy assignment by Assignor for the benefit of Assignor's creditors;

(f) A magnial adverse change occurs in the financial condition, ownership or management of Assignor or any jets in obligated on the Indebtedness; or

(g) Assign a Learns itself insecure for any reason whatsoever.

REMEDIES. Upon the occ pronce of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Assignee in "" of " are all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in Assignee's person or by agent and with or without bringing any action or proceeding, or by any receiver a point d by the court, enter upon, take possession of, and manage and operate the Property, and each and every partiered, and in connection therewith, Assignee may make, enforce, and modify any of the Leases; fix or modify rent; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and acc a the Property; obtain and evict tenants; in its own name, see for and otherwise collect or reserve any and all " sees assues and profits, including those past due and unpaid; employ leasing agents, managing agents, attorneys and a securitants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses " letter ", and otherwise do and perform any and all acts which Assignee may deem necessary and appropriate in and about the Property for the protection thereof and of Assignee's rights hereunder and under the Related Docum are and any and all amounts expended by Assignee in connection with the foregoing shall constitute additional " of defenses secured hereby to the extent permitted by law. Assignee shall apply any moneys collected, as after aid, less costs and expenses incurred, upon any law.

NOTICES AND WAIVER OF NOTICE. Unless otherwise required '; applicable law, any notice or demand given by Assignee to any party is considered effective when it is deposited i; the United States Mail with the appropriate postage, mailed to the address of the party given at the begin ing or this Assignment unless an alternative address has been provided to Assignee in writing. To the extent permitted by law, Assignor waives notice of Assignee's acceptance of this Assignment, defenses based on suretyship, any diffense arising from any election by Assignee under the United States Bankruptcy Code, Uniform Commercial Code, as matter where Assignee is located or other applicable law or in equity, demand, notice of an air action, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN THE NOTICE PROVIDED ABOVE, AND WAIVES ANY RIGHT TO ANY H'ARD G, JUDICIAL OR OTHERWISE, PRIOR TO THE ASSIGNEE EXERCISING ITS RIGHTS UND. R.T. O'S ASSIGNMENT.

PAYMENT OF RENTS TO ASSIGNEE. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Assignee without investigation as to the reason for any action taken by Assignee or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Assignee, of any amounts to be paid to Assignee. Assignee's sole signature shall be sufficient for the exercise of any right under this Assignment and Assignee's sole receipt given for any sums received shall be a full discharge and rolease therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Assignee.

ASSIGNABILITY. Assignee may assign or otherwise transfer this Assignment or any of Assignee's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Assignee.

ASSIGNEE'S RIGHTS AND REMEDIES. The rights and remedies of the Assignee under this Assignment are cumulative, and are not in lieu of, but are in addition to all other rights and remedies which Assignee has under this Assignment and the Related Documents.

ASSEQUENCES BILL THE RESIDENCE DOCUMENTS.

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Assignment of Length and Reas - DA4201

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SUCCE SO AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereand a still inner to the respective successors and assigns of the Assigner and the Assignee.

ENTIRE AGREE AFNT; MODIFICATIONS; SEVERABILITY. This Assignment shall constitute the entire agreement betwom Assignee and Assignor. Any modification of this Assignment shall be binding only if placed in writing and signed by 'we Assignee and Assignor. The invalidity of any provision of this Assignment shall not affect the validity of any cher provision.

PARAGRAPH HEADINGS; FANGALAR AND PLURAL TERMS. The titles to the paragraphs of this Assignment are solely for the Convenience of the parties and shall not be used to interpret this Assignment. Whenever used, the singular shall include the singular, and the use of any gender shall be applicable to all genders.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Illimois including all proceedings arising from this Assignment.

WAIVER OF JURY TRIAL. All parties to this A signment hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by the property of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related by, or incidental to the relationship established between them in this Assignment or any other instrument, over nent or agreement executed or delivered in connection with this Assignment or the related transactions.

ORAL AGREEMENTS DISCLAIMER. This Assignment represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understa ding, and agreeing to all its provisions.

By: CHAD CUTSHALL Date By: RONALD PLONIS Its: Managing Member Witnessed by:

Name: Date Name: Date

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BUSINESS ACKNOWLEDGMENT

STATE OF J' LINOI

COUNTY OF COOK

This instrument was acknowledge a on the 13th day of Pebruary, 2012, by CHAD CUTSHALL, Managing Member and RONALD PLOI US, Managing Member on behalf of GENESIS I, LLC, a Illinois Limited Liability Company, who personally applicated before me.

In witness whereof, I hereunto set my hand and official seal.

My commission expires:

"OFFICIAL SEAL"
TAMMY L. RENTAUSKAS
Notary Public, State of Illinois

My Commission Expires 05/26/15

Cook County, IL

Lenti ication Number

THIS INSTRUMENT PREPARED BY:

GreenChoice Bank, fsb 5225 W. 25th Street CICERO, IL 60804 AFTER RECORDING RETURN TO: GreenChoice Bank, fsb 5225 W, 25th Street

CICERO, IL 60804

D 2004-2030 Compliance Systems, Inc. D56C-AD4A - 2010.09.242

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