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RECORDATION REQUESTED BY:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
ONE WEST NORTHWEST
HIGHWAY
PALATINE, IL 60067

WHEN RECORDED MAIL TO:
CORNERSTONE NATIONAL
BANK & TRUST COMPANY
ONE WEST NORTHWEST
HIGHWAY

**PALATINE, IJ. 60067** 



Doc#: 1227255067 Fee: \$56.00 Eugene "Gene" Moore RHSP Fee: \$10.00 Cook County Recorder of Deeds Date: 09/28/2012 12:30 PM Pg: 1 of 10

FOR RECORDER'S USE ONLY

This ASSIGNMENT OF RENTS prepared by:

John J. Callahan, Senior Vice President
CORNERSTONE NATIONAL BANK & TRUST COMPAN FIDELITY NATIONAL TITLE 53006020
ONE WEST NORTHWEST HIGHWAY
PALATINE, IL 60067

#### ASSIGNMENT OF PENTS

THIS ASSIGNMENT OF RENTS dated September 4, 2012, is mad and executed between Two Branches, L.L.C., whose address is 303 West Slade Street, Palatine, IL 60007 (referred to below as "Grantor") and CORNERSTONE NATIONAL BANK & TRUST COMPANY, whose acords is ONE WEST NORTHWEST HIGHWAY, PALATINE, IL 60067 (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 LEGAL DESCRIPTION

The Property or its address is commonly known as 1400 East Northwest Highway, Palatine, IL 60074. The Property tax identification number is 02-24-400-010-0000 & 02-24-405-007-0000.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against 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 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.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE

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on the Property.

DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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 figure to Lender.

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

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 Assign, encumber, or otherwise dispose or any or chancer

CENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even

purpose, Lender is hereby given and granted the following rights, powers and authority:

Lender shift in AECEIVE AND COLLECT RENTS. Lender shall have the flents. 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'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; collect the Rents 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 also to pay 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 all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender

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 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

**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

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## ASSIGNMENT OF RENTS (Continued)

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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 PERFORM/.. ICE. 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 Isan shall be paid by Grantor, if permitted by applicable law.

REINSTATEMENT OF SECURITY INTEREST. If payment is made by Grantor, 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 Grantor'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 nace by Lender with any claimant (including without limitation Grantor), the Indebtedness shall be considered around 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 repair, 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 profision 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 the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any instalment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

Other Defaults. 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 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

#### **ASSIGNMENT OF RENTS**

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

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

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

the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantorany part of Grantoi's property, any assignment for the benefit of creditors, any type of creditor workout, or going business of the death of any member, the insolvency of Grantor, the appointment of a receiver for member withdrays from the limited liability company, or any other termination of Grantor's existence as a Death or Insolvancy. The dissolution of Grantor's (regardless of whether election to continue is made), any

creditor or forfeiture proceeding, in an amount ditermined by Lender, in its sole discretion, as being an notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the the claim which is the basis of the creditar or forfeiture proceeding and if Grantor gives Lender written to easierly if there is a good faith dispute by Grantor as to the validity or reasonableness of garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event governmental agency against the Rants or any property securing the Indebtedness. judicial proceeding, self-help, crossession or any other method, by any creditor of Grantor or by any Creditor or Forfeiture Procedings. Commencement of foreclosure or forfeiture proceedings, whether by

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

liability undergraph Guaranty of the Indebtedness. the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of

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.

adequate reserve or bond for the dispute.

compliance as soon as reasonably practical. default and thereafter continues and completes all reasonable and necessary steps sufficient to produce days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default: (1) cures the default within fifteen (15) days; or (2) if the cure requires n or than fifteen (15) months, it may be cured if Grantor, after Lender sends written notice to Grantor declanding cure of such given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) Cure Provisions. If any default, other than a default in payment is curable and 'K Grantor has not been

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

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the

yeq of behinper entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property

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# ASSIGNMENT OF RENTS (Continued)

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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 institution, 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 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.

Merger. There shall be no merger of the interest or estate created by this assignment with any other

#### ASSIGNMENT OF RENTS

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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.

themneliseA slift to anoisivord in this Assignment are for convenience purposes only. They are not to be used to interpret or define the that, and that Bottower need not be joined in any lawsuit. (3) The names given to paragraphs or sections or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations this Assignment in the singular shall be deemed to have been used in the plural where the context and Interpretation, (1) In all cases where there is more than one Borrower or Grantor, then all words used in

may be granted or withheld in the sole discretion of Lender. continuing consent to subsequent instances where such consent is required and in all cases such consent required under this Assignment, the granting of such consent by Lender in any instance shall not constitute rights or of any of Granton's obligations as to any future transactions. Whenever the consent of Lender is Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's demand strict compilance with that provision or any other provision of this Assignment. No prior waiver by provision of the Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to exercising at vight shall operate as a waiver of such right or any other right. A waiver by Lender of a such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless

any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Assignment by giving formal written notice to the oth it parties, specifying that the purpose of the notice is 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 aw), when deposited with a nationally tecognized overnight courier, or, if mailed, when deposited in the effective when actually delivered, when actually received by telefacsimile (unless otherwise required by Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be

Powers of Attorney. The various agencies and powers of artorney conveyed on Lender this

same are renounced by Lender. Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the

validity or enforceability of any other provision of this Assignment. llegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so invalid, or unenforceable as to any other circumstance. It feasible, the of ending provision shall be invalid, or unenforceable as to any circumstance, that finding shall not make are offending provision illegal, Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal.

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

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

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

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#### ASSIGNMENT OF RENTS (Continued)

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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. Un'ess 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 Two Branches, L.L.C..

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

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

Grantor. The word "Grantor" means Two Branches, L.L.C..

**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 Guaranto 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 Locuments 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 er ounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means CORNERSTONE NATIONAL BANK & TRUST COMPANY, its successors and assigns.

**Note.** The word "Note" means This Promissory Note or any Promissory Note or Credit Agreement from Borrower(s) and/or Grantor(s) to Lender, in which the aforementioned property is granted as collateral, together with all renewals of, extensions of, modifications of, refinancing of, consolidations of, and substitutions for the Promissory Note or Credit Agreement.

**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.

**Related Documents**. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, 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.

#### **ASSIGNMENT OF RENTS**

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

EXECUTED ON BEHALF OF GRANTOR ON SEPTEMBER 4, 2012. NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND

Notary Public - State of Illinota My Commission Express February 10, 2016	My commission expires
DENILER L. ENGELKING	Notary Public in and for the State of
Residing at January 2	1978 of the state of AB
of Two Branches, L.L.C. and Jeanne Leckie, Member of two Branches, L.L.C. and Jeanne Leckie, Member of the limited liability company or designated agents of the tree and voluntary act of statute, its articles of organization or its operating one authorized to oned, and on oath stated that they are authorized to	Public, personally appeared Brian P. Leckie, Manager of Two Branches, L.L.C., and known to me to be member that executed the ASSIGNMENT OF RENTS and acknown and deed of the limited liability company, by authority
्रकाहरू , <u>४८२२ </u> batore me, the undersigned Motary	to yeb sint nO
53-1	COUNTY OF Carlo
704	STATE OF WASHINGTON
LIMITED LIABILITY COMPANY ACKNOWLEDGMENT	
	Jeanne Leckie, Member of Two Branches, L.L.C.
	84:
	TWO BRANCHES, L.I. A. Brian P. Leckie, Manager of Two Branches, L.L.C.

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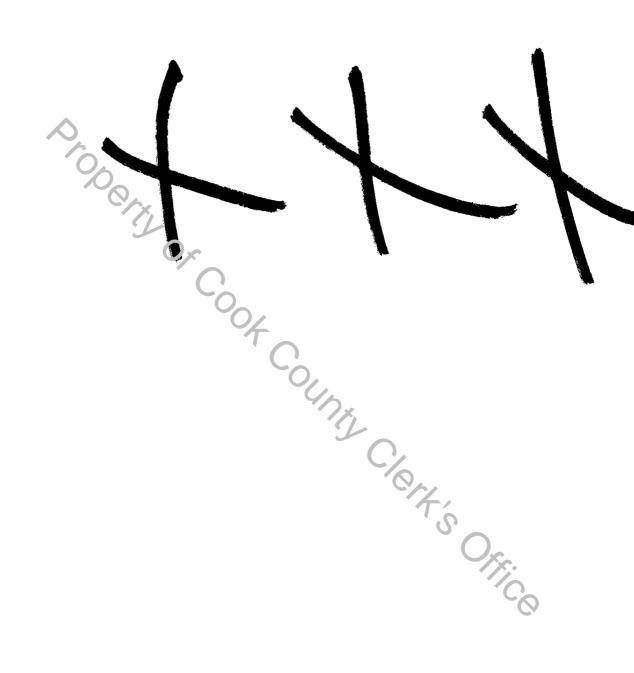
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# Exhibit A Legal Description

#### 1400 EAST NORTHWEST HIGHWAY, PALATINE IL 60074

#### PARCEL 1:

THAT PART OF THE SOUTH EAST 1/4 OF SECTION 24, TOWNSHIP 42 NORTH RANGE 10. EAST OF THE THIRD MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF A LINE 1484.34 FET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 WITH THE NORTHERLY RIGHT-OF-WAY LINE OF THE NORTHWEST HIGHWAY AS SHOWN ON PLAT RECORDED JULY 8, 1932, AS DOCUMENT #11113034; THENCE NORTH ALONG SAID PARALLEL LINE A DISTANCE OF 439.57 FEET; THENCE WEST PERPENDICULAR TO THE LAST DESCRIBED LINE A DISTANCE OF 231.40 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 98.56 FEET TO THE POINT OF CURVE OF A CURVED LINE CONVEX TO THE SOUTHEAST HAVING A RADIUS OF 244.50 FEET THENCE SOUTHERLY ALONG SAID CURVED LINE AN ARC DISTANCE OF 130.86 FEET; THENCE SOUTHWESTERLY ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVED LINE A DISTANCE OF 16.86 FEET: THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST 1/4 A DISTANCE OF 3921 FEET TO THE NORTHERLY RIGH-OF-WAY LINE OF SAID HIGHWAY; THENCE SOUTHEASTERLY ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID HIGHWAY A DISTANCE OF 318.77 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PART FALLING WITHIN NORTHWEST HIGHWAY AS WIDENED PER PETITION FILED APRIL 20, 1964. IN COOK COUNTY, ILLINOIS, IN CASE NUMBER 64L9692, IN COOK COUNTY, ILLINOIS.

#### PARCEL 2:

LOT 55 IN ROBERT BARTLETS ARLINGTON CREST ESTATES, A SUBJIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 24 AND PART OF THE NORTHWEST ¼ OF SECTION 25, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.