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THIS INSTRUMENT PREPARED BY:  
Bennett L. Cohen  
Cohen, Salk & Huvard, P.C.  
630 Dundee Road, Suite 120  
Northbrook, Illinois 60062



Doc#: 1301041055 Fee: \$66.00  
Karen A. Yarbrough RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 01/10/2013 10:18 AM Pg: 1 of 15

AND AFTER RECORDING MAIL TO:  
James M. Sisk, Senior VP  
Cole Taylor Bank  
9550 West Higgins Road  
Rosemont, Illinois 60018

ST5136749 PK 3 of 3

## COLLATERAL ASSIGNMENT OF MORTGAGE AND NOTE

THIS COLLATERAL ASSIGNMENT OF MORTGAGE AND NOTE (the "Assignment"), is made as of December 28, 2012 by AMERICORN PROPERTIES GROUP, L.L.C., an Illinois limited liability company (the "Assignor") whose address is 605 E. A. Coquin Road, Suite 300, Arlington Heights, Illinois 60005, to and for the benefit of COLE TAYLOR BANK (the "Assignee"), with an office at 9550 West Higgins Road, Rosemont, Illinois 60018.

### RECITALS:

A. Assignor is presently the owner and holder of that certain balloon note dated December 28, 2012 in the principal sum of Four Hundred Thousand Dollars (\$400,000.00) executed by William Trombello and Dyan M. Trombello (collectively, the "Borrower") and payable to the order of Assignor in installments of principal and interest as therein described (such note, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, the "Mortgage Note"), evidencing a \$400,000.00 mortgage loan made by Assignor to Borrower (such loan, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, the "Mortgage Loan"); and

B. The Mortgage Note is secured by that certain mortgage dated December 28, 2012 granted by Borrower in favor of Assignor (such mortgage, as amended, modified or restated from time to time, the "Mortgage"); and

C. The Mortgage has been recorded against the commercial real property and improvements thereon commonly known as 1105 Jonathon Drive, Inverness, Illinois 60010 and legally described in Exhibit A attached hereto (collectively, the "Mortgaged Property") on \_\_\_\_\_, 201\_\_ as document numbered 1301041054, in the office of the Recorder of Cook County, Illinois; and

D. The Secured Obligations (as hereinafter defined) are currently encumbered by, among other mortgages, assignments of rents, loan and security agreements and other loan documents, that certain Mortgage, Security Agreement, Assignment of Rents and UCC Fixture Filing dated as of December 17, 2008 executed by Assignor in favor of Assignee, which granted to Assignee a first priority mortgage and assignment of leases with regard to the Mortgaged Property (the "Bank Inverness Mortgage"); and

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E. This Assignment is being executed by Assignor to induce Assignee to permit the Mortgaged Property to be sold by the Assignor to the Borrower and to induce the Assignee to release the Bank Inverness Mortgage upon Assignee's receipt of the following documents (in form and substance acceptable to the Assignee) and cash: (1) the sum of \$150,000.00 in cash, (2) this Assignment signed by Assignor, (3) an endorsement of the Mortgage Note to Assignee signed by Assignor, (4) a reaffirmation of the guaranty of the Original Notes (as hereinafter defined) executed by all guarantors thereof, (5) a certificate of the manager of the Assignor, (6) new insurance certificates for the Mortgaged Property provided by the Borrower to the Assignee, (7) a current title commitment for the Mortgaged Property and (8) such other documents required by Assignee. This Assignment confirms, for purposes of the public record, the collateral assignment of, grant of security interest in and pledge of, the Mortgage Note and the Mortgage by Assignor to Assignee; and

F. Assignor has previously executed and delivered to the Assignee the following promissory notes (collectively, the "AmeriCorp Mortgage Notes" and singularly, an "AmeriCorp Mortgage Note"): (i) a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of One Million Three Hundred Twenty Thousand and 00/100 Dollars (\$1,320,000.00) (herein called the "First Mortgage Note"), evidencing a \$1,320,000.00 mortgage loan made by Assignee to Assignor, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the First Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December 29, 2013, the terms and provisions of which First Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the First Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus one and forty-five one hundredths percent (1.45%); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the First Mortgage Note, at any point of determination]; and (ii) a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of One Million Nine Hundred Twenty Thousand and 00/100 Dollars (\$1,920,000.00) (herein called the "Second Mortgage Note"), evidencing a \$1,920,000.00 mortgage loan made by Assignee to Assignor, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the Second Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December 29, 2013, the terms and provisions of which Second Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the Second Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus two and one tenth percent (2.10%); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the Second Mortgage Note, at any point of determination]; and

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G. 434 W. ONTARIO, LLC, an Illinois limited liability company ("434 Ontario") has previously executed and delivered to the Assignee a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of Two Million One Hundred Thousand and 00/100 Dollars (\$2,100,000.00) (herein called the "434 Ontario Mortgage Note"), evidencing a \$2,100,000.00 mortgage loan made by Assignee to 434 Ontario, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 434 Ontario Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December 29, 2013, the terms and provisions of which 434 Ontario Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the 434 Ontario Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus two and one tenth percent (2.10%); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the 434 Ontario Mortgage Note, at any point of determination]; and

H. 805 MCHENRY, LLC, an Illinois limited liability company ("805 McHenry") has previously executed and delivered to the Assignee a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of One Million Ten Thousand and 00/100 Dollars (\$1,010,000.00) (herein called the "805 McHenry Mortgage Note"), evidencing a \$1,010,000.00 mortgage loan made by Assignee to 805 McHenry, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 805 McHenry Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December 29, 2013, the terms and provisions of which 805 McHenry Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the 805 McHenry Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus two and one tenth percent (2.10%); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the 805 McHenry Mortgage Note, at any point of determination]; and

I. 5404 – F ELM STREET, LLC, an Illinois limited liability company ("5404 F Elm") has previously executed and delivered to the Assignee a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of One Hundred Eighty Thousand and 00/100 Dollars (\$180,000.00) (herein called the "5404 F Elm Mortgage Note"), evidencing a \$180,000.00 mortgage loan made by Assignee to 5404 F Elm, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 5404 F Elm Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December

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29, 2013, the terms and provisions of which 5404 F Elm Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the 5404 F Elm Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus two and one tenth percent (2.10%)); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the 5404 F Elm Mortgage Note, at any point of determination]; and

J. 1057 N. NORTHWEST HIGHWAY, LLC, an Illinois limited liability company ("1057 N. Northwest") has previously executed and delivered to the Assignee a Mortgage Note dated December 17, 2008, payable to the order of Assignee, in the principal sum of Seven Hundred Twenty Thousand and 00/100 Dollars (\$720,000.00) (herein called the "1057 N. Northwest Mortgage Note"), evidencing a \$720,000.00 mortgage loan made by Assignee to 1057 N. Northwest, payable to the order of Assignee in installments of principal (plus interest as therein provided and bearing interest at the applicable floating interest rate set forth in the 1057 N. Northwest Mortgage Note), commencing on January 29, 2009 and continuing on the same day of each month thereafter, followed by a final balloon payment of the entire unpaid principal balance and all accrued and unpaid interest due on December 29, 2013, the terms and provisions of which 1057 N. Northwest Mortgage Note are incorporated herein and made a part hereof by this reference with the same effect as if set forth at length [the 1057 N. Northwest Mortgage Note bears interest thereon calculated at a floating rate per annum equal to Adjusted LIBOR" rate (being defined as a rate of interest equal to the per annum rate of interest at which U.S. dollar deposits in an amount comparable to the amount of the relevant LIBOR Loan and for a period equal to the relevant "Interest Period" (as hereinafter defined) are offered generally to the Assignee, rounded upward if necessary, to the nearest 1/16th of 1.00%) in the London Interbank Eurodollar market at 11.00 a.m. (London time) two Banking Days prior to the commencement of each Interest Period, plus two and one tenth percent (2.10%)); "Interest Period" shall mean successive one month periods; the term "Banking Day" shall mean a day, other than a Saturday, Sunday or a legal holiday on which state banks are authorized or required to be closed for the conduct of commercial banking business in Chicago, Illinois; and "LIBOR Loan" means the entire outstanding principal balance of the 1057 N. Northwest Mortgage Note, at any point of determination]; and

K. The AmeriCorp Mortgage Notes, the 434 Ontario Mortgage Note, the 805 McHenry Mortgage Note, the 5404 F Elm Mortgage Note, and the 1057 N. Northwest Mortgage Note shall collectively hereinafter be called the "Original Notes" and individually an "Original Note"; and

L. 434 Ontario, 805 McHenry, 5404 F Elm, and 1057 N. Northwest shall hereafter collectively be called the "Affiliated Borrowers" and singularly, an "Affiliated Borrower"; and

M. In connection with one or more of the Original Notes, Assignor and/or the Affiliated Borrowers may have previously entered into, or may in the future enter into, one or more ISDA Master Agreements or other interest rate, currency or commodity swap agreements, cap agreements, hedging agreements or collar agreements with Assignee or its affiliates from time to time (collectively, "Interest Rate Agreements"); and

N. The indebtedness evidenced by the Original Notes, including the principal thereof and interest and premium, if any, thereon, and any extensions, refinancings, amendments, renewals, modifications, consolidations and conversions thereof, in whole or in part, any and all other sums which may be at any time

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due or owing or required to be paid as provided in the Original Notes, the Interest Rate Agreements, this Assignment and in any of the other Loan Documents (as hereinafter defined), are herein collectively called the "Secured Obligations"; and

O. The term "Loan Documents" as used herein collectively means all promissory notes, mortgages (other than the Bank Inverness Mortgage), assignments, security agreements, guaranties, Interest Rate Agreements and all other loan documents heretofore, now or hereafter entered into by the Assignor, each Affiliated Borrower, each guarantor and any other obligor or grantor in connection with the Secured Obligations (or any portion thereof), as they may be amended or restated from time to time.

NOW, THEREFORE, with reference to the above recitals, and in reliance thereon, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. In accordance with the recitals above, and as an inducement to Assignee to consent to the aforesaid sale of the Mortgaged Property to the Borrower and to release the Bank Inverness Mortgage, and to secure the repayment of all Original Notes and all other Secured Obligations, and any other amounts now or hereafter payable by the Assignor to the Assignee under the terms of this Assignment, for value received, Assignor does hereby collaterally assign, transfer, set over, pledge, and deliver to Assignee and grant to Assignee a first priority security interest in all of Assignor's right, title and interest in, to and under the following property and interests in property (collectively, the "Collateral"): (a) the Mortgage Note, the Mortgage, together with all payments and other sums of every kind and description, due and to become due under the Mortgage Note and the Mortgage, and (b) all proceeds of the sale, lease or other disposition of the Mortgage Note, the Mortgage and the Mortgaged Property and all other collateral described in the Mortgage, including, without limit, all insurance payments and claims for losses thereunder or with respect to the Mortgaged Property or any other collateral described in the Mortgage.

Consistent with such collateral assignment and pledge, Assignor agrees to concurrently endorse the Mortgage Note to Assignee.

TO HAVE AND TO HOLD the Mortgage, Note the Mortgage and all other Collateral, together with all rights, titles, interests, privileges and preferences appertaining, incidental or appurtenant thereto, unto Assignee, its successors and assigns, forever; subject, however, to the terms, covenants and conditions hereafter set forth.

2. Warranties, Representations and Covenants of Assignor. Assignor hereby warrants, represents, and covenants to Assignee as follows:

(a) The terms and provisions of the aforesaid recitals are hereby incorporated into this Assignment as representations and warranties of Assignor with the same force and effect as though such recitals had been set out in full in this Section 2.

(b) The Assignor's exact legal name is set forth in the first paragraph of this Assignment and on the signature page hereof.

(c) This Assignment is binding and in full force and effect and is enforceable against the Assignor in accordance with its terms (subject to bankruptcy or other laws generally affecting the rights of creditors).

(d) The Assignor is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Illinois, and is in good standing and is qualified to do business in

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all states, where, because of the nature of its respective activities or properties, the failure of Assignor to be so qualified would have a material adverse effect on its financial condition or operations or on the security interest or rights of Assignee in the Collateral.

(e) Assignor has full right, power and authority and legal right to enter into and perform this Assignment; the execution of this Assignment has been properly approved and authorized by the Manager of Assignor; and this Assignment constitutes the duly authorized, valid and legally binding obligation of Assignor and will be enforceable strictly in accordance with its terms.

(f) Assignor has full right, power and authority and legal right to enter into and perform this Assignment. The execution, delivery and performance by Assignor of this Assignment, has been duly authorized by all necessary limited liability company action and will not violate any provision of law or Assignor's articles of organization or operating agreement, or result in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge, or encumbrance upon any property or assets of Assignor (except the security interest of the Assignee) pursuant to any indenture or other agreement or instrument to which Assignor is a party or by which Assignor or its property may be bound or affected.

(g) No authorization, approval or other action by, and no notice to or filing with, any governmental authority that have not already been taken or made and which are in full force and effect, is required (i) for the collateral assignment of, and grant by the Assignor of the security interest in, the Collateral granted and assigned hereby; (ii) the execution, delivery or performance of this Assignment or the other Loan Documents by the Assignor; or (iii) for the exercise by the Assignee of its rights or remedies hereunder or thereunder.

(h) There are no suits or proceedings pending, or to the knowledge of Assignor threatened against or affecting Assignor, which, if adversely determined, would have a material adverse effect on the financial condition or business of Assignor or its ability to perform its obligations under this Assignment, and there are no proceedings by or before any court, governmental commission, board, bureau, or other administrative agency pending or, to the knowledge of Assignor, threatened against Assignor, which, if adversely determined, would have a material adverse effect on the financial condition or business of Assignor or its ability to perform its obligations under this Assignment.

(i) This Assignment is not inconsistent with or in violation of any agreement, contract or document binding upon Assignor, or any order, judgment, injunction, or decree of any court or any governmental authority, or any statute or administrative regulation, and further does not require the consent or approval of any person that has not already been obtained.

(j) Assignor presently has full unencumbered ownership and title to the Collateral and shall hereafter, so long as any portion of the Secured Obligations is outstanding, keep the Collateral free of all liens, claims, charges and, encumbrances whatsoever, other than the interest granted hereunder or under any of the other Loan Documents given to Assignee to secure the Secured Obligations or any part thereof.

(k) The Mortgage Note and Mortgage are valid, genuine, are in all respects what they purport to be, and are not evidenced by a judgment. The Mortgage Note and Mortgage are binding and in full force and effect and are enforceable against the obligors thereof in accordance with their respective terms (subject to bankruptcy or other laws generally affecting the rights of creditors). The substance and form of the Mortgage Note and Mortgage, are and will be legally sufficient and enforceable and, to the best of Assignor's knowledge, in full compliance with any and all applicable laws and regulations. The amounts reflected in the Mortgage Note are actually and absolutely owing to the Assignor and are not in any way contingent. There are no facts, events or occurrences known to Assignor which in any way impair the validity or enforcement of the Mortgage Note or the Mortgage or tend to reduce the amount payable thereunder. The

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Assignor has no knowledge of any fact or circumstance which would impair the validity or collectibility of the Mortgage Note or the Mortgage. To the best of Assignor's knowledge, the computation of all interest, fees, and other charges under the Mortgage and Mortgage Note have been accurately made and charged and is in full conformity with all applicable federal, state and local laws and regulations. The transaction giving rise to the Mortgage Note and Mortgage conform with all applicable federal, state and local laws and regulations. The outstanding principal balance of the Mortgage Note as of the date hereof is \$400,000.00. The Mortgage constitutes a valid, subsisting and enforceable first priority mortgage lien on the Mortgaged Property. The security interest granted by Assignor to Assignee in the Collateral is valid and enforceable and constitutes a first priority security interest therein.

(l) No financing statement (other than any financing statement in favor of Assignee), covering any of the Collateral is or will be on file in any public office; and Assignor hereby authorizes Assignee, in its sole discretion, to file a UCC financing statements and such other documents (and pay, at Assignor's expense, the cost of filing or recording the same in all public offices deemed necessary by Assignee) and do such other acts and things, all as Assignee may request to establish and maintain a valid perfected security interest in the Collateral free of all other liens, claims, charges, and encumbrances whatsoever (except in favor of Assignee) to secure the payment and performance of the Secured Obligations.

(m) So long as any portion of the Secured Obligations is outstanding, Assignor shall:

(i) refrain from the sale, encumbrance (other than to Assignee) or other disposition of all or any portion of or interest in the Collateral without the prior written consent of Assignee, which consent Assignee may grant or withhold in its sole discretion; and

(ii) do, execute, acknowledge and deliver all and every further acts, conveyances, assignments, transfers and assurances necessary or proper, in the sole reasonable judgment of Assignee, for the better assuring, conveying, assigning and confirming unto Assignee all property encumbered hereby or property intended so to be; whether now owned by Assignor or hereafter acquired.

(n) Assignor will at its own expense defend Assignee's right, title, and security interest in and to the Collateral against the claims of any Person.

(o) Assignor shall at any time, and from time to time, upon the written request of Assignee execute and deliver such further documents and do such further acts and things as Assignee may reasonably request to effect the purposes of this Assignment.

### 3. Certain Rights Regarding Collateral and Secured Obligations.

(a) Assignee may from time to time, after the occurrence of an Event of Default under the Loan Documents and without notice to Assignor, take all or any of the following actions: (i) notify the Borrower or any other obligor to make payment to Assignee of any amounts due or to become due under the Mortgage Note or Mortgage (ii) enforce collection of any of the Mortgage Note, the Mortgage or other Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof or compromise or extend or renew for any period any obligations of any nature of any party with respect thereof; and (iii) take control of any proceeds of the Collateral.

(b) Assignee may from time to time, whether before or after occurrence of an Event of Default and without notice to Assignor, take all or any of the following actions: (i) retain or obtain a security interest in any property in addition to the Collateral to secure any of the Secured Obligations; (ii) retain or obtain the primary or secondary liability of any party, in addition to Assignor, with respect to any of the Secured Obligations; (iii) extend or renew for any period any of the Secured Obligations or release or

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compromise any obligation of any nature of any party with respect thereto; (iv) surrender, release or exchange all or any part of any property, including the Collateral, securing any of the Secured Obligations, or compromise or extend or renew for any period any obligations of any party with respect to any such property; and (v) if an Event of Default has occurred, resort to the Collateral for payment of any of the Secured Obligations whether or not it shall have resorted to any other property securing the Secured Obligations or shall have proceeded against any party primarily or secondarily liable on any of the Secured Obligations.

(c) Assignor acknowledges that all rights, remedies, powers and privileges granted to Assignee under this Assignment shall be in addition to those available to Assignee under the Loan Documents or at law or in equity and shall be cumulative.

#### 4. Remedies Following An Event of Default.

(a) Upon any Event of Default: (i) Assignee may exercise from time to time any rights and remedies available to it under the Uniform Commercial Code as in effect from time to time in Illinois or otherwise available to it under any other applicable law or in equity; (ii) Assignee may, without demand or notice of any kind, appropriate and apply toward the payment of such of the Secured Obligations, and in such order or application, as Assignee may from time to time elect, any balances, credits, deposits, accounts or moneys of Assignor held, in any capacity, by, or in transit to, Assignee, and (iii) Assignee may transfer all or any part of the Collateral into the name of Assignee or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder.

(b) Upon the occurrence of any Event of Default, Assignee may sell the Collateral at public or private sale for cash, upon credit or for future delivery, and at such price or prices as Assignee may deem satisfactory, and Assignee may be the purchaser of the Collateral and it or any purchaser of the Collateral upon any such sale shall thereafter hold the same, absolutely, free from any claim or right of any kind, including any equity or right of redemption of Assignor who hereby specifically waives all rights of redemption, stay or appraisal which it has or may have under any rule of law or statute now existing or hereafter adopted. Assignee shall give Assignor ten (10) days' written notice of its intention to make any such public or private sale, which notice shall state the time and place fixed for such public sale or the time after which any private sale is to be made. Any sale shall be held at such time or times within the ordinary business hours and at such place or places as Assignee may reasonably fix in the notice of such sale, provided that Assignee shall not be obligated to make any sale pursuant to any such notice. Assignee may, without notice or publication, adjourn any sale or cause the same to be adjourned from time to time by announcement at the time or place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of the Collateral on credit or for future delivery, the Collateral may be retained by Assignee until the selling price is paid by the purchaser thereof, but Assignee shall not incur any liability in case of the failure of such purchaser to take up and pay for the Collateral and, in case of any such failure, the Collateral may again be sold upon like notice. In lieu of exercising the power of sale herein conferred upon it, Assignee may proceed by a suit or suits at law or in equity to enforce the security interest assigned hereby and sell the Collateral. Assignor agrees that Assignee shall have the right to continue to retain the Collateral until such time as Assignee in its sole judgment believes that an advantageous price can be secured for the Collateral and Assignee shall not be liable to Assignor for any loss in the value of the Collateral by reason of any delay in the sale thereof, Assignor agrees to immediately pay, and acknowledges its liability for, any deficiency between the outstanding amount of the Secured Obligations and the net amount realized by Assignee by sale of the Collateral. Nothing in this Agreement shall be deemed to modify or affect Assignee's rights and remedies under the other Loan Documents or applicable law or in equity and Assignee expressly reserves all such rights and remedies.

(c) Assignor agrees that, in any sale of any of the Collateral, Assignee is hereby authorized to comply with any limitation or restriction in connection with such sale as it may be advised by



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counsel is necessary in order to avoid any violation of applicable law (including, without limitation, compliance with such procedures as may restrict the number or prospective bidders and purchasers, require that such prospective bidders and purchasers have certain qualifications, and restrict such prospective bidders and purchasers to persons who will represent and agree that they are purchasing for their own account for investment and not with a view to the distribution or resale of such Collateral), or in order to obtain any required approval of the sale or of the purchaser by any governmental regulatory authority or official. Assignor further agrees that such compliance shall not result in such sale being considered or deemed not to have been made in a commercially reasonable manner, nor shall Assignee be liable nor accountable to Assignor for any discount allowed by the reason of the fact that such Collateral is sold in compliance with any such limitation or restriction.

(d) In executing this Assignment, Assignor hereby constitutes and appoints Assignee or any officer thereof, with full power of substitution, its true and lawful attorney-in-fact, in its name, place and stead to make, execute, sign, acknowledge, swear to, record or file, on behalf of Assignor, all documents required to reflect the foreclosure sale of the Collateral. The foregoing grant of authority is a power of attorney coupled with an interest and is irrevocable. Said power of attorney shall be exercised by Assignee only after the occurrence of an Event of Default.

(e) Assignor agrees to pay to Assignee, on demand, all costs expended by Assignee following an Event of Default for collection of any payments due under the Mortgage Note, the Mortgage and this Assignment and all costs, including reasonable attorneys' fees and expenses incurred by Assignee in connection with a suit at law or equity to enforce any obligation of Assignor hereunder or to foreclose the security interest or lien assigned hereby and sell the Collateral, whether or not such suit shall ever have been filed or have proceeded to judgment, together with interest thereon at the highest default rate set forth in the Original Notes (the "Default Rate"), and such costs shall be deemed to be part of the Secured Obligations and secured by the Collateral. The foregoing costs, fees and expenses shall be in addition to those now or hereafter payable by Assignor under the terms of the Loan Documents. In addition, if requested by Assignee, Assignor shall pay for all costs incurred by Assignee to prepare and record this Assignment, including, without limitation, reasonable legal fees, recording costs, applicable recordation taxes, courier costs, and fees charged by third parties to record this Assignment, and also all title insurance premium, costs and charges incurred by Assignee to insure the first priority mortgage lien of the Mortgage and to insure this Assignment.

(f) No delay on the part of Assignee in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by Assignee of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy. No action of Assignee permitted hereunder shall impair or affect the rights of Assignee in and to the Collateral.

5. Application of Proceeds of Sale or Cash Held as Collateral. Upon occurrence of any Event of Default, proceeds of the sale or disposition of Collateral (including, without limit, proceeds received by Assignee under the Mortgage Note or Mortgage or upon foreclosure of the Mortgaged Property) shall be applied by Assignee towards the payment of the Secured Obligations in such manner as determined by the Assignee in its sole discretion.

6. Authority of Assignee. Assignee shall have and be entitled to exercise all such powers hereunder as are specifically delegated to Assignee by the terms hereof, together with such powers as are incidental thereto. Assignee may execute any of its duties hereunder by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of such counsel concerning all matters pertaining to its duties hereunder. Neither Assignee, nor any director, officer or employee of Assignee, shall be liable for any action taken or omitted to be taken by it or them hereunder or in connection therewith, except for its own gross negligence or willful misconduct. Assignor hereby agrees to reimburse Assignee, on demand, for all expenses incurred by Assignee in connection with the administration and enforcement of this Assignment

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(including expenses incurred by any agent or sub-agent employed by Assignee, and the reasonable fees and expenses of any attorneys employed by Assignee, its successors and assigns, or by any such agent or sub-agent or any of them) and agrees to indemnify, defend and hold harmless Assignee, its successors and assigns and any such agent or sub-agent from and against any and all liability, losses, claims, costs, damages, penalties, fines, judgments and expenses of every nature (including reasonable attorneys' fees) incurred by Assignee (or its successors and assigns or such agent or sub-agent) hereunder or in connection herewith, unless such liability, costs, expenses, damages, penalties, fines or judgments shall be due to willful misconduct or gross negligence on the part of Assignee or such successor, assign, agent or sub-agent.

7. Release and Termination. This Assignment shall terminate when all the Secured Obligations and all obligations of Assignor hereunder and under the other Loan Documents have been fully paid, discharged and performed, at which time Assignee shall reassign and redeliver (or cause to be reassigned and redelivered) to Assignor, against receipt, such of the Collateral (if any) as shall not have been sold or otherwise applied by Assignee pursuant to the terms hereof and shall still be held by it hereunder, together with appropriate instruments of reassignment and release. Any such reassignment shall be without recourse upon or warranty by Assignee and shall be made at the expense of Assignor.

8. Notices. All notices and other communications provided for hereunder shall be given in writing and shall be addressed to the party intended to receive the same at its address hereinbefore set forth (or to such other and different address as Assignor or Assignee may designate pursuant to a written notice sent in accordance with the provisions hereof), and will be deemed given, furnished or received: (i) when delivered at such address to such party (or to an officer of such party) or (ii) when received if deposited in the United States mail as first-class registered or certified mail, return receipt requested, postage prepaid, or (iii) when received if deposited at the office of a nationally-recognized overnight delivery service; or (iv) when received if sent by facsimile transmission and receipt confirmed. If Assignee attempts to serve a notice or other communication on Assignor utilizing any of the preceding notice methods and Assignor refuses to accept such notice or other communication, such notice or other communication shall be deemed to have been received by Assignor at the time of such refusal. Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Assignee by this Assignment is not required to be given.

9. Binding Agreements; Assignment. This Assignment and all provisions hereof shall be binding upon Assignor, its successors and assigns and all other persons or entities claiming under or through Assignor, and the word "Assignor" when used herein, shall include all such persons and entities; provided, however, Assignor shall not be permitted to assign this Assignment or any interest herein or in the Collateral, or any part thereof, or otherwise pledge, encumber or grant any option with respect to the Collateral or any part thereof, or any interest therein, or any cash or property held by Assignee as Collateral under this Assignment. The word "Assignee," when used herein, shall include Assignee's successors, assigns, and legal representatives, including all other holders, from time to time, of the Secured Obligations.

10. No Liability on Assignee.

(a) Anything herein contained to the contrary notwithstanding, (i) Assignor shall remain liable under any instrument which is a part of the Collateral to perform all of its obligations thereunder, and (ii) Assignee shall have no obligation or liability under the Collateral by reason of or arising out of this Assignment, nor shall Assignee be required or obligated in any manner to perform or fulfill any of the obligations of Assignor under or pursuant to the Collateral, or to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by it, to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times. The Collateral is assigned and transferred to Assignee by way of collateral security only and, accordingly, Assignee by its acceptance hereof shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Assignor to the creditors or beneficiaries of Assignor or

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to Assignor or any other obligor on the Mortgage Loan, whether provided for by the terms of any agreements, arising by operation of law or otherwise, Assignor hereby acknowledging and agreeing that, with respect to all such liability, Assignor is and remains liable to the same extent as though this Assignment had not been made

(b) Assignor hereby agrees to indemnify, defend and hold Assignee harmless from and against any and all losses, indebtedness, damages, injuries, costs, expenses (including reasonable attorneys', reasonable consultants' and reasonable contractors' fees and expenses) fines, penalties, judgments and claims whatsoever paid, incurred, or suffered by or asserted against Assignee as a direct or indirect result of any of the following or the investigation of any of the following: (i) the presence of any Hazardous Materials (as hereinafter defined) on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release of any Hazardous Materials at, on, under or from the Mortgaged Property or any part thereof; (ii) any liens against the Mortgaged Property permitted or imposed by any Environmental Law (as hereinafter defined), or any actual or asserted liability or obligations of Assignor or any of its affiliates or subsidiaries under any Environmental Law; (iii) any actual or asserted liability or obligations of Assignee or any of its affiliates or subsidiaries under any Environmental Law relating to the Mortgaged Property; or (iv) any breach of any of the representations, warranties and covenants with respect to Hazardous Materials contained in the Mortgage. For purposes of this paragraph, the term "Environmental Laws" means all federal, state and local environmental, health or safety laws, statutes, ordinances, codes, rules, regulations, orders, decrees and the common law. Losses, indebtedness, damages, injuries, costs, expenses (including reasonable attorneys', reasonable consultants' and reasonable contractors' fees and expenses) fines, penalties, judgments, and claims for which Assignee is indemnified hereunder shall be reimbursable to Assignee as incurred without any requirement of waiting for the ultimate claim or other proceeding to commence or be completed, and Assignor shall pay same to Assignee within thirty (30) days after notice from Assignee itemizing the amounts incurred to the date of such notice, together with interest payable at the Default Rate from the date such expenses were incurred by Assignee until paid by Assignor. The indemnities and obligations provided for in this Assignment shall be continuing and shall survive the payment of the Secured Obligations and the performance, satisfaction and discharge of the other obligations of Assignor hereunder and under the Original Notes. Failure by Assignee or any of its successors or assigns to exercise any right which it may exercise hereunder shall not be deemed a waiver of its rights of exercise thereafter. "Hazardous Materials" includes, without limitation, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Sections 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), and in the regulations adopted and publications promulgated pursuant thereto.

11. **Rights and Remedies.** All rights and remedies set forth in this Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless as expressly provided in this Assignment to the contrary, no consent or waiver, express or implied, by any interested party referred to herein, to or of any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

12. **Governing Law: Interpretation.** This Assignment shall be governed by the laws of the State of Illinois (exclusive of choice of law principles) in which State the Original Notes and this Assignment were executed and delivered, the proceeds of the Original Notes were disbursed by Assignee and the principal and interest due under the Original Notes are to be paid. Wherever possible each provision of this Assignment shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Assignment shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of

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such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Assignment. Time is of the essence of this Assignment.

## 13. Miscellaneous.

(a) Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally nor may any of the Collateral be released, except by an instrument in writing duly signed by or on behalf of Assignee hereunder. The Section headings used herein are for convenience of reference only and shall not define or limit the provisions of this Assignment. As used in this Assignment, the singular shall include the plural and the plural shall include the singular, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

(b) ASSIGNOR IRREVOCABLY AGREES, SUBJECT TO ASSIGNEE'S SOLE AND ABSOLUTE ELECTION, THAT EXCEPT AS PROVIDED BELOW, ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER, OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS ASSIGNMENT, THE SECURED OBLIGATIONS, THE LOAN DOCUMENTS, THE MORTGAGE NOTE OR THE MORTGAGE, SHALL BE LITIGATED IN STATE OR FEDERAL COURTS HAVING SITUS WITHIN COOK COUNTY, ILLINOIS. ASSIGNOR HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN SAID COUNTY AND STATE.

ASSIGNOR AGREES THAT THE ASSIGNEE SHALL HAVE THE RIGHT TO PROCEED AGAINST ASSIGNOR OR ITS PROPERTY IN A COURT IN ANY LOCATION NECESSARY TO ENABLE THE ASSIGNEE TO OBTAIN A JUDGMENT AGAINST THE ASSIGNOR OR TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE SECURED OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE ASSIGNEE. ASSIGNOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE ASSIGNEE HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH.

(d) ASSIGNOR WAIVES TRIAL BY JURY AND WAIVES ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IT IS DEEMED APPROPRIATE BY THE COURT.

(e) Assignor acknowledges and agrees that the Secured Obligations shall continue to be secured by the Collateral, all other collateral securing the Secured Obligations and all Loan Documents.

**Signature Page Follows:**


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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first above written.

**ASSIGNOR:**


AMERICORP PROPERTIES GROUP, L.L.C.,  
an Illinois limited liability company

By: PROCARE DENTAL GROUP, P.C.  
an Illinois professional corporation  
its Manager

By:   
Name: Robert G. Brunetti  
Title: President

**ASSIGNEE:**

COLE TAYLOR BANK

By:   
Name: John J. Tollus  
Title: GSVP

Property of Cook County Clerk's Office

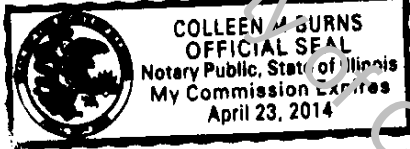
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## ACKNOWLEDGEMENT OF SIGNATURES

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK ) SS

I, Colleen M Burns, a Notary Public in and for the said County, in the State aforesaid, DO CERTIFY Robert G. Brunetti, the President of PROCARE DENTAL GROUP, P.C., an Illinois professional corporation ("PROCARE"), the sole manager of AMERICORP PROPERTIES GROUP, L.L.C., an Illinois limited liability company ("Mortgagor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President of PROCARE, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of PROCARE, on behalf of and as the sole manager of the Mortgagor, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of December, 2012.



Colleen M Burns  
Notary Public

My Commission Expires: 4-23-14

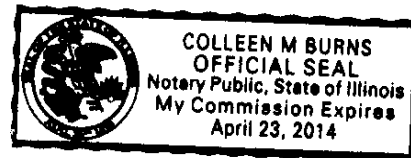
STATE OF ILLINOIS )  
 )  
COUNTY OF Cook ) SS

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that John Kolbus, the GSVP of Cole Taylor Bank, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed, sealed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of December, 2012.

Colleen M Burns  
Notary Public

My Commission Expires: 4-23-14



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## EXHIBIT A

### Legal Description

UNIT 74 IN THE ESTATES AT INVERNESS RIDGE CONDOMINIUMS, AS DELINEATED ON A PLAT OF SURVEY OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 1 IN THE ESTATES AT INVERNESS RIDGE—UNIT 1, BEING A SUBDIVISION OF PART OF THE WEST HALF OF SECTION 24, TOWNSHIP 42 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 11, 2001 AS DOCUMENT 00101292526;

WHICH SURVEY IS ATTACHED AS EXHIBIT "B" TO THE DECLARATION OF CONDOMINIUM OWNERSHIP RECORDED OCTOBER 2, 2002 AS DOCUMENT 0021080525, AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, ALL IN COOK COUNTY, ILLINOIS.

PIN: 01-24-100-058-1104

ADDRESS: 1105 Jonathon Drive, Inverness, Illinois 60010