

# UNOFFICIAL COPY

Doc#: 1900446029 Fee: \$102.00  
Edward M. Moody  
Cook County Recorder of Deeds

**COLLATERAL ASSIGNMENT** ODate: 01/04/2019 10:04 AM Pg: 1 of 10

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

THE STATE OF ILLINOIS                    §  
  §            KNOW ALL MEN BY THESE PRESENTS  
COUNTY OF COOK                         §

A. RONALD A. IMBORDINO II, OR HIS SUCCESSOR IN TRUST, AS TRUSTEE OF THE RONALD A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016 and LISA A. IMBORDINO, OR HER SUCCESSOR IN TRUST, AS TRUSTEE OF THE LISA A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016 ("Assignor"), whose address for notice hereunder is 1833 PRESTWICK DRIVE, INVERNESS, ILLINOIS 60067, by Mortgage of even date herewith (hereinafter the "Deed of Trust"), mortgaged to SPIRIT OF TEXAS BANK, ssb ("Assignee"), whose address for notice is 625 UNIVERSITY DRIVE EAST, COLLEGE STATION, TEXAS 77840, the real property (the "Premises") described on EXHIBIT "A" attached hereto and made a part hereof for all purposes.

B. The Deed of Trust was given to secure Assignor's guaranty of the payment of a promissory note in the original principal amount of **FOUR HUNDRED EIGHTY ONE THOUSAND ONE HUNDRED AND NO/100 (\$481,100.00) DOLLARS** of even date herewith, executed by RAILAI2, LLC, an Illinois limited liability company dba EUROPEAN WAX CENTER VERNON HILLS and payable to Assignee on or before **TEN (10) YEARS AND THREE (3) MONTHS** from the date thereof (the "Note"). The Deed of Trust and the Note are incorporated herein by reference for all purposes.

Assignor, as lessor, has entered into Leases, and/or may enter into Leases in the future, in connection with the improvements located on the Premises (the "Leases").

NOW, THEREFORE, for value received, Assignor hereby grants, conveys, sets over, assigns and transfers to Assignee (i) all "Rents" as defined in Chapter 64 of the Texas Property Code, (ii) all rents, revenues and any other income of the Premises, including those now due, or to become due by virtue of the Leases, or any other agreement for the occupancy or use of all or any part of the Premises, regardless of the party to whom the rents and revenues of the Premises are payable; and (iii) all the Leases and any other agreements for the use or occupancy of all or any part of the Premises, including any and all extensions, renewals and replacements thereof. All Leases, other agreements for use or occupancy, and all extensions, renewals and replacements thereof, and all future Leases and other agreements for use or occupancy, extensions, renewals and replacements thereof, and all "Rents" as defined in Chapter 64 of the Texas Property Code are hereby incorporated to be included in all references to "Leases" herein.

This Collateral Assignment of Rents and Leases is made by Assignor to provide additional security for the payment of the Note, and all indebtedness secured by the Deed of Trust.

This Collateral Assignment of Rents and Leases (the "Assignment") shall be under the following terms and conditions:

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1. **Assignment of Leases.** Until the Note, and all renewals, rearrangements and extensions thereof, are paid in full, or, until the Premises is released by Assignee as security for the Note, Assignor shall grant, convey, set over, transfer, sell and assign, and hereby transfers, sells and assigns, unto the Assignee all subsequent Leases of the Premises, or any part thereof.

2. **Assignors Obligations.** Assignor acknowledges that this assignment in no way affects or alters the Note and Deed of Trust. Assignor hereby agrees to make or cause to be made:

- (a). All payments of principal and interest on the Note and any amendments, extensions or renewals thereof;
- (b). Payment of all other sums, with interest thereon, becoming due and payable to Assignee under the provisions of this Assignment, the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note; and
- (c). Punctual performance and discharge of each and every obligation, covenant and agreement contained in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note.

3. **No Previous Assignment.** Assignor warrants and represents that Assignor has not previously given a security interest in the Leases, or rents and revenues of the Premises, assigned the Leases or the rents and revenues of the Premises, or executed any other instrument which would interfere with or in any manner prevent Assignee from obtaining the full benefits of the provisions of this Assignment.

4. **Collection of Rents and Revenues.** Assignor hereby authorizes Assignee or Assignee's agents to collect the rents and revenues from the Premises and hereby directs each tenant of the Leases to pay such rents and revenues to Assignee or Assignee's agents; provided, however, so long as there shall exist no default by Assignor in the payment of the Note, or in the performance of any obligation, covenant or agreement contained herein, in the Note, the Deed of Trust or in any other instrument executed by Assignor in connection with the Note, Assignor shall have the right to collect and receive as trustee for the benefit of Assignee all rents and revenues arising under the Leases or from the Premises, and to apply the rents and revenues so collected to the sums secured by the Deed of Trust, with the balance, so long as no such default exists, to the account of Assignor. However, Assignor may only collect such rents and revenues on behalf of Assignee until the giving by Assignee of notification to Assignor to pay said rents and revenues to Assignee or the receipt of a NPROL, as hereinafter defined, by tenants from Assignee. The term "notification" includes a NPROL and any other notice required or permitted to be sent to the tenants. To the extent the Note, Deed of Trust or any other loan document contains any notice or cure periods, the date of enforcement, shall not be affected, extended, or otherwise modified by reason of such periods. Upon the giving of such notification by Assignee:

- a. Assignor shall pay to Assignee all rents and revenues to which Assignee is entitled under this Assignment, the Deed of Trust or any other document securing payment of the Note, without any deduction, set-off, or other reduction of any kind;
- b. each tenant under the Leases is hereby authorized and directed to pay directly to Assignee all rents and revenues thereafter accruing;
- c. and the unconditional payment to and receipt of rents and revenues by Assignee as provided herein shall be a release of such tenant to the extent of all amounts so paid.

Receipt by a tenant under the Leases of a NPROL from Assignee shall be sufficient authorization for such tenant to make all future payment of rents and revenues directly to Assignee and each such tenant shall be entitled to rely on such notification and shall have no liability to Assignor for any rents and/or revenues from the Premises paid to Assignee after receipt of such notification. All rents and revenues from the Premises collected by Assignor or Assignee after an event which triggers the termination of Assignor's license to collect rents and revenues from the Premises, shall, at Assignee's sole option, be paid and applied in any order Assignee may require, to cover the following: (i) to the

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payment of costs and expenses related to the collection of rents and revenues from the Premises, (ii) to the payment of operating costs and expenses of the Premises; (iii) to the payment of expenses of Assignee which are to be reimbursed by Assignor pursuant to the terms of the Note, this Assignment, the Deed of Trust or any other instrument executed by Assignor in connection with the Note; and (iv) to the payment of the Note in the manner specified in the Note, this Assignment, the Deed of Trust or any other instrument executed by Assignor in connection with the Note and all items set out in Section 7 below. Assignee is deemed not to have received any part of the rents and revenues from the Premises except those applied and paid as set forth above. Any forbearance of Assignee in collecting rents and revenues from the Premises after an event which triggers the termination of Assignor's license to collect rents and revenues from the Premises is to be considered merely a forbearance, and is not to be deemed a waiver of any requirement that rents and revenues from the Premises actually be applied as set forth herein or an election to apply rents and revenues from the Premises in any other manner. Without limiting the foregoing, Assignee is not deemed to have received payment of the Note on account of its receipt or constructive receipt of rents and revenues from the Premises unless and until rents and revenues from the Premises have been fully applied to the actual payment of the Note after other required applications of rents and revenues from the Premises.

5. **Covenants.** Assignor covenants and agrees with Assignee:

- (a). not to collect any of the rent, income and profits from the Premises more than one month in advance of the time that the same shall become due under the provisions of the Leases (other than for security deposits made under the Leases);
- (b). not to execute any other assignment of the rents, income or profits arising or accruing from the Leases or the Premises;
- (c). to assign and transfer to the Assignee any and all other Leases entered into after the date of this Assignment upon all or any part of the Premises and to execute and deliver, at the request of the Assignee, all such further assignments in the Premises as the Assignee shall from time to time require;
- (d). that if any act shall be done by the Assignor in breach of the foregoing, then such act shall be null and void and without force or effect unless specifically agreed to in writing by the Assignee.
- (e). Assignor acknowledges that the existing Leases are a substantial inducement to Assignee to make the loan and that Assignee would not have agreed to make the loan if the existing Leases did not exist.
- (f). Assignor represents and warrants to Assignee that the existing Leases, if any, are in full force and effect and have not been modified or amended (except for any modifications or amendments delivered to and approved by Assignee), and that there are no conflicts among the existing Leases pertaining to exclusive uses, renewal rights, expansion rights, or any other matter covered by the existing Leases.
- (g). to deliver to Assignee copies of any and all Leases, renewals and extensions of existing Leases, and any and all subsequent Leases upon all or any part of the Premises.
- (h). to execute and deliver upon the request of Assignee all such further assurances and assignments in the Premises covered by the Leases.

6. **Additional Covenants, Relating To The Texas Property Code.** Assignor covenants with Assignee, for so long as the Note or any part thereof shall remain unpaid or unperformed, to cause each Lease or a separate document signed by the tenant to contain a provision providing:

- (a) the address to which all notifications, including any NPROL, required or permitted to be sent to the tenant are sent; such address may not be changed unless 30 days prior written notice is given to Assignee and such address must be within the United States of America;

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- (b) tenant agrees that the Lease and the rights of tenant are subordinate to the Deed of Trust, this Assignment and each other document evidencing or securing the indebtedness evidenced by the Note;
- (c) that tenant waives the exercise of any claim or defense arising from the Assignor's performance or nonperformance the Lease against assignee or any person acquiring title to the real property at foreclosure or pursuant to a deed in lieu of foreclosure;
- (d) that upon the receipt of a Notification to Pay Rents Other than Landlord ("NPROL") to tenant, whether prior to or after default in connection with the Note, tenant shall:
- i. immediately turn over all Proceeds, as defined in Chapter 64 of the Texas Property Code, and which Assignee is entitled to collect under Chapter 64 of the Texas Property Code.
  - ii. not deduct any portion of the rents for any purpose, notwithstanding any other provision of Chapter 64 of the Texas Property Code, this Assignment, the Deed of Trust or other document executed in connection with the Note; and
  - iii. shall pay all rents and revenues from the Premises as they accrue to the Assignee.
- (e) that tenant waives any right to delay payment of rent contemplated by Chapter 64 of the Texas Property Code;
- (f) that, to the extent that any Lease contains any notice or cure periods, the date of enforcement, shall not be affected, extended, or otherwise modified by reason of such periods;
- (g) that tenant agrees that Assignee owes tenant no fiduciary duty, duty of good faith or similar duty or obligation;
- (h) that neither (a) Assignee by reason of collecting rents pursuant to any notification to Assignor or tenant nor (b) Assignor or any other person acquiring title to the Property at foreclosure or deed in lieu of foreclosure shall have any liability for nor be bound by:
- i. any act or omission of any prior landlord (including Assignee) which constitutes a default or breach of the Lease;
  - ii. any offset or defenses that the tenant might be entitled to assert against Assignor arising prior to the date Assignee takes possession of Assignor's interest in the Lease or forecloses title to the Property;
  - iii. any rent or additional rent which tenant might have paid for more than the current month to any prior landlord (including Assignor);
  - iv. any amendment or modification of the Lease made without Assignee's consent that (A) results in a reduction or rent or other sums due and payable pursuant to the Lease (B) modifies any operating covenant of tenant in the Lease, (C) reduces the term of the Lease, (D) terminates the Lease, (E) modifies the terms of the Lease regarding surrendering possession of the premises, (F) provides for payment of rent more than one month in advance, (G) modifies the permitted uses under the Lease, (H) modifies the provisions regarding tenant's obligation to comply with all laws (including environmental laws), or (I) materially increases Assignor's or decreases tenant's obligations under the Lease;

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- v. for any security deposit, rental deposit or similar deposit given by tenant to a prior landlord (including Assignor) unless such deposit is actually paid over to Assignee by the prior landlord (including Assignor);
  - vi. for any portion of any tenant allowance or similar amount previously disbursed to Assignor by Assignee pursuant to the documents evidencing or securing the Note;
  - vii. for the construction of any improvements required of Assignor under the Lease in the event Assignor or any other person acquires title to the Property or premises prior to full completion and acceptance by tenant of improvements required under the Lease;
  - viii. for the payment of any leasing commissions or other expenses for which any prior landlord (including Assignor) incurred the obligation to pay; or
  - ix. by any provision of the Lease restricting use of other properties owned by Assignor or any other person that acquires title to the Property pursuant to foreclosure or deed in lieu of foreclosure, as landlord.
- (i) that the prepayment of any rents is prohibited, unless such prepaid rents are paid to Assignee;
  - (j) that tenant waives the benefits of tenant under Chapter 64 of the Texas Property Code and that the tenant agrees it shall be liable for all rents not paid to Assignee after the tenant receives a NPROL from Assignee;
  - (k) that tenant waives inclusion of paragraph 3 of the standard NPROL and agrees that paragraph 3 may be deleted from any NPROL given to tenant by Assignee and each such NPROL, as modified, shall be deemed to satisfy all requirements of Chapter 64 of the Texas Property Code;
  - (l) that any Notification, including an NPROL, from the Assignee to the tenant shall be deemed to have been received by the tenant on the earlier of (i) the date of actual receipt by the tenant or (ii) three (3) days after the same is sent to the address for notification specified in the Lease via a commercially reasonable delivery service, e.g. Federal Express or UPS, by first class mail, or in accordance with Texas Property Code §51.002(e).

**7. Termination of Assignor's Right to Collect Rents.** Upon or at any time after default by the Assignor in the payment of the principal and interest on the Note, in the performance of any obligation, covenant or agreement contained herein, in the Note, the Deed of Trust, or in any other instrument executed by the Assignor in connection with the Note, Assignor's right to collect and receive as Trustee for the benefit of Assignee all rents and revenues arising under the Leases shall terminate without notice to Assignor. Further, the Assignee may, but is not obligated or required, at its option, without notice, and without regard to the adequacy of the security for the Note, whether in person or by Agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, take possession of the Premises and hold, manage, lease and operate the same on such terms and for such a period of time as Assignee may deem proper. Additionally, Assignee may demand, sue for or otherwise collect and receive all rents, income and revenues of the Premises, including those past due and unpaid, without taking possession of the Premises. At Assignee's sole option, in addition to other options for the application of rents and revenues as set forth in this Agreement, Assignee shall also have full power to make, from time to time, all alterations, renovations, repairs or replacements to the Premises as may seem proper to Assignee and to apply such rents, income and profits to the payment of:

(a) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of a managing agent and such other employees as Assignee may deem necessary or desirable, and all expenses of operating and maintaining the Premises, including all taxes, charges, claims, assessments, and any other liens, and premiums for



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all insurance which the Assignee may deem necessary or desirable, the cost of all alterations, renovations, repairs, or replacements, and all expenses incident to taking and regaining possession of the Premises; and

(b). the principal and interest on the Note, together with all costs and attorneys' fees incurred by Assignee in enforcing Assignor's obligations hereunder, under the Note, the Deed of Trust, or in any other instrument executed by Assignor in connection with the Note, all in such order of priority as to any of the items mentioned in this paragraph as the Assignee in its sole, subjective discretion may determine.

No credit shall be given by Assignee for any sum or sums received from the rents, income and revenues of the Premises until the money collected is actually received by Assignee and no credits shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit on any indebtedness secured by the lien of the Deed of Trust be given for any rents, income and revenues derived from the Premises after Assignee obtains title to the Premises by foreclosure, order of a court or by operation of law or otherwise. The exercise by Assignee of the option granted in this paragraph to take possession of the Premises, and Assignee's collection of the rents, income and revenues and the application thereof as herein provided shall not be considered a waiver of any default by Assignor in connection with the Note.

8. **No Liability of Assignee.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or portions thereof after default or from any other act or omission of Assignee in managing the Premises after default unless such loss is caused by the willful misconduct and bad faith of Assignee. Furthermore, it is understood that Assignee shall not be obligated to assume, perform or discharge nor does Assignee undertake to assume, perform or discharge any obligation, duty or liability of Assignor under the Leases, it being agreed that Assignee shall be treated as agreeing to assume, perform or discharge such obligations, duty or liability only if:

- (a) Assignee shall, by written notice sent to the tenants named in the Leases, specifically so elect; or
- (b) Assignee shall foreclose judicially or under the Deed of Trust and take possession of the Premises.

In no event shall Assignee be liable for the performance or discharge of any obligations not expressly assumed by it, or in any assignment or other transfer by Assignee of its interests in the Leases or the Premises to any other party. Assignor shall, and hereby agrees to, defend (with counsel acceptable to Assignee), indemnify and hold Assignee harmless from and against any and all liability, loss, cost, damage or expenses which may be or is incurred by Assignee under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Assignee or by reason of any alleged obligations or undertakings on the part of Assignee to perform or discharge any of the terms, covenants or agreements contained in the Leases, except such obligations or undertakings expressly assumed by Assignee. If Assignee should incur any such liability, or be subject to any such claims, all expenses incurred or expended by Assignee in connection therewith (including Attorneys' fees) shall be deemed secured by the Deed of Trust and Assignor shall reimburse Assignee immediately upon demand. Upon the failure of Assignor to reimburse Assignee, Assignee may, at its option, declare all sums evidenced by the Note and secured by the Deed of Trust immediately due and payable. It is further understood that this Assignment shall not operate to place responsibility upon Assignee, except as otherwise specifically provided, for the control, care, management or repair of the Premises, nor for the carrying out of any of the terms and conditions of the Leases nor shall it operate to make Assignee responsible or liable for any waste committed on the Premises by any tenant thereof, or any other parties, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss, injury or death to any tenant, licensee, employee or stranger.

9. **Termination of Assignment.** In the event there shall have been made payment in full of the principal and interest on the Note or any other indebtedness secured by the lien of the Deed of Trust, and Assignor shall make, or cause to have been made, full performance of all of Assignor's obligations under the Deed of Trust, this Assignment, and all other instruments executed by Assignor in connection with the Note, then this Assignment shall become and be void and of no further force or effect. An affidavit, certificate, letter or statement of any officer, agent or attorney of Assignee

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indicating that any part of the principal or interest on the Note remains unpaid, or that Assignor's obligations remain unperformed, shall be conclusive evidence of the continuing validity and effectiveness of this Assignment and any person may, and is authorized to rely thereon.

10. **Authorization to Collect Rents.** Assignor authorizes and directs the tenants named in the Leases, upon receipt from Assignee of written notice to the effect that (i) Assignee is then the holder of the Note, Deed of Trust and this Assignment, and (ii) that a default exists under any of the provisions of one or all of such instruments, to pay over to Assignee all rents, income and revenues arising or accruing under the Leases and to continue to do so until otherwise notified by Assignee. Assignor agrees that (i) any tenant or occupant of the Premises shall have the right to rely upon notice by Assignee without obligation or right to inquire as to whether default actually exists; and (ii) Assignor shall have no right or claim against any such tenant or occupant for any such rents paid by any tenant or occupant to Assignee following receipt of such notice. Furthermore, Assignor waives any right to withhold any amount permitted under Chapter 64 of the Texas Property Code.

11. **No Waiver by Assignee.** Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, Deed of Trust or under any other instrument executed by Assignor in connection with the Note, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of any instrument executed by Assignor in connection with the Note. The collection and application of the rents, income and revenues from the Premises to the Note, or as otherwise provided above, shall not constitute a waiver by Assignee of any default which might at the time of such application or thereafter exist under any documents executed by Assignor in connection with the Note. The Note may be accelerated in accordance with its terms, notwithstanding the application of rents, income and revenues.

12. **Foreclosure.** In the event of foreclosure of the Deed of Trust by sale or otherwise, Assignee is authorized (i) to sell Assignor's interest in the Leases as lessor together with the Premises; or (ii) to assign the same without the Premises; or (iii) to assign the same without consideration to the purchaser at any such sale or to any other claimant to title to the Premises by virtue of foreclosure of the lien of the Deed of Trust. There shall be no liability to account to Assignor for any rents, revenues, income or profits accruing after the foreclosure of the Deed of Trust.

13. **Agreement to Execute and Deliver Additional Documents.** Assignor agrees to execute and deliver to Assignee such further instruments and documents as, from time to time during the existence of this Assignment, Assignee may reasonably require in order to perfect the interest and rights of Assignee under this Assignment.

Concurrently with the execution of this Assignment, Assignor shall deliver to Assignee a true, correct and complete rent roll ("Certified Rent Roll") for the Premises, which shall include, without limitation, a description of all Leases, the names and addresses for notification purposes of all tenants, the Premises, the amount of rents and revenue payable under each Lease, a description of the premises covered by each Lease, the address of each such tenant, and such other information as Assignee, in its sole, subjective discretion, may require from time to time. The Certified Rent Roll shall be certified by the Assignor to be current, true, correct and complete in all aspects. Immediately upon any change whatsoever in any of the information required to be included in the Certified Rent Roll, Assignor shall send an updated Certified Rent Roll to Assignee. Without limiting the foregoing, Assignor shall send Assignee an updated Certified Rent Roll to Assignee no less frequently than every calendar month, and not later than the first calendar day of each calendar month. Assignor agrees and acknowledges that, but for the agreements of Assignor contained in this paragraph, Assignee would not have agreed to extend the credit evidenced by the Note. Time is of the essence in regard to this paragraph.

14. **Assignee's Remedies.** No remedy or right conferred upon Assignee by operation of law, by this Assignment, the Note, the Deed of Trust or by any other instrument executed by Assignor in connection with the Note is intended to be, nor shall it be, inclusive of any other right or remedy, but each and every remedy or right shall be cumulative and shall be in addition to every other remedy or right conferred upon Assignor and each and every such remedy or right may be pursued by Assignee in such manner and order, together or separately, and at such times as

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Assignee may elect. Additionally, this instrument and the language herein shall be controlling over any conflicting language in said Deed of Trust.

15. **Invalid Provisions.** If any term or provision of this Assignment, or the application thereof to any person or circumstances shall, to any extent be invalid or unenforceable, the remainder of this Assignment, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Assignment shall be valid and be enforced to the fullest extent permitted by law.

16. **Notice.** Notice provided for in this Assignment must be in writing, and shall be given or served, unless otherwise expressly provided herein, by depositing the same in the United States Mail, postpaid and certified and addressed to the party to be notified, with return receipt requested, or by delivering the same by courier or in person to such party (or, if the party or parties to be notified be incorporated, to an officer of such party), or by prepaid telegram addressed to the party to be notified. Notice deposited in the mail, postpaid and certified with return receipt requested, shall be deemed received upon deposit in a proper United States mail depository. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties are as stated in paragraph A of this Assignment. The parties and their respective successors and assigns shall have the right from time to time, and at any time, to change their respective addresses and agents for the receipt of notice and shall have the right to specify as their respective addresses and agents any other by giving at least ten (10) days prior written notice to the other party. It is understood and agreed that no change in address shall be made to any location outside of the Continental United States of America.

17. **Document Retention.** The undersigned understands and agrees that (i) Assignee's document retention policy may involve the imaging of executed loan documents and other miscellaneous documents, papers, reports and other correspondence, and the destruction of the paper originals, and (ii) the undersigned waives any right that it may have to claim that the imaged copies of the loan documents and other miscellaneous documents, papers and other correspondence related thereto are not originals.

18. **Headings.** Section headings are for convenience of reference only and shall in no way affect the interpretation of this Assignment.

EXECUTED this the 26 day of OCTOBER, 2018.

RONALD A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016

  
 \_\_\_\_\_  
 RONALD A. IMBORDINO, II, TRUSTEE

LISA A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016

  
 \_\_\_\_\_  
 LISA A. IMBORDINO, TRUSTEE

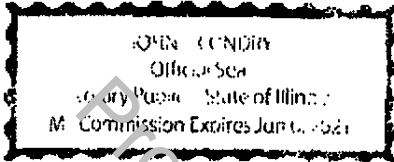


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THE STATE OF ILLINOIS

COUNTY OF Cook

This instrument was acknowledged before me on the 26 day of OCTOBER, 2018 by RONALD A. IMBORDINO II, TRUSTEE OF THE RONALD A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016.



*John S Condry*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF ILLINOIS

**JOHN S CONDRY**  
**Official Seal**  
**Notary Public - State of Illinois**  
**My Commission Expires Jun 6, 2021**

THE STATE OF ILLINOIS

COUNTY OF Cook

This instrument was acknowledged before me on the 26 day of OCTOBER, 2018 by LISA A. IMBORDINO, OR HER SUCCESSOR IN TRUST, AS TRUSTEE OF THE LISA A. IMBORDINO DECLARATION OF TRUST DATED AUGUST 31, 2016.



*John S Condry*  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF ILLINOIS

**JOHN S CONDRY**  
**Official Seal**  
**Notary Public - State of Illinois**  
**My Commission Expires Jun 6, 2021**

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## EXHIBIT "A"

THE FOLLOWING DESCRIBED REAL ESTATE SITUATED IN THE COUNTY OF COOK, IN THE STATE OF ILLINOIS, TO WIT:

LOT 28 IN ARTHUR T. MCINTOSH AND COMPANY'S PHEASANT HILL OF INVERNESS, A SUBDIVISION OF PARTS OF SECTIONS 20 AND 21, TOWNSHIP 42 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED DECEMBER 22, 1967 AS DOCUMENT 20362098, IN COOK COUNTY, ILLINOIS.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Property of Cook County Clerk's Office