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Doc#: 2026520062 Fee: \$98.00
Edward M. Moody
Cook County Recorder of Deeds
Date: 09/21/2020 09:44 AM Pg: 1 of 5

INSTRUMENT PREPARED BY
Joseph G Haffner
800 Waukegan Road
Suite 200
Glenview, IL 60025

MAIL TO:
Wolcott Investments, LLC
1437 Burr Oak Drive
Glenview, IL 60025

PT 20-57298

(2/2)

ASSIGNMENT OF LEASES AND RENTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Old Second National Bank, a national banking association, of Aurora, Illinois, as Trustee under the provisions of a trust agreement dated the 23rd day of January, 2019, known as Trust No. 7923, (hereinafter called "Assignor"), the owner of the certain premises at 946 North Avenue, Des Plaines, IL 60016 legally described as follows:

Parcel 1:

Lots 1 and 2 in Hanns-Wade Resubdivision of Lot 7 and 8, except that part of the West 5.0 feet of Lot 7 and all that part of Lot 8 which lies South of the East and West 1/4 Section line of said Section line of said Section 17 in the Subdivision of Lots 1 and 2 in Block 11 in Des Plaines Manor Tract No. 1, a subdivision of part of the West 1/2 of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof filed November 25, 1975 as Document 2842845, in Cook County, Illinois.

Parcel 2:

The West 1.54 acres of Lot 6 (except that part of thereof lying East of a line 36.0 feet East of and parallel with the West line of Lot 6 which lies East of the East line of the West 1.54 acres of said Lot 6 and West of a line which is 30.0 feet East of and parallel to said East line of the West 1.54 acres of said lot, as measured at right angles to said East line of West 1.54 acres and North of the East and West 1/4 line of Section 17 all in the subdivision of Lots 1 and 2 in Block 11 in Des Plaines Manor Tract No. 2, a subdivision of part of the West 1/2 of Section 17, Township 41 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

Parcel 3:

That part of Lot 6 lying East of a line 75.0 feet West of and parallel with the East line of said lot as measured along the South line of said lot, also Lot 6 (except the West 1.54 acres thereof and except that part of said lot lying East of a line drawn 75.0 feet West of and parallel with the East line of said lot as measured along the South line of said lot and except that part of Lot 6 lying East of the East line of the West 1.54 acres of said lot and lying West of a line which is 30.0 feet East of and parallel to said to said East line of West 1.54 acres of said lot as measured at right angles to said East line of West 1.54 acres and lying North of the East and West 1/4 line of Section 17) all in the Subdivision of Lots 1 and 2 in Block 11 in Des Plaines Manor Tract No. 2, a subdivision of part of the West 1/2 of Section 17, Township 41 North, Range 12 East of Third Principal Meridian, in Cook County, Illinois.

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Parcel 4:

The North 35 feet of Lot 2 in Hanns-Wade Resubdivision of Lots 7 and 8, except that part of the West 5 feet of Lot 7 and all that part of Lot 8 which lies South of the East and West Quarter Section line of said Section 17, in the Subdivision of Lots 1 and 2, in Block 11 in Des Plaines Manor Tract No. 2, a subdivision of part of the West half of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat of said Hanns-Wade Resubdivision registered in the Office of the Registrar of Titles of Cook County, Illinois, on November 25, 1975 as Document Number 2842845, in Cook County, Illinois.

PIN: 09-17-103-031-0000; 09-17-103-041-0000; 09-17-103-042-0000; 09-17-103-044-0000; 09-17-103-045-0000; 09-17-103-048-0000

Common Address: 946 North Avenue, Des Plaines, IL 60016

does hereby, in consideration of the Premises and Ten (\$10.00) Dollars and other good and valuable considerations, the receipt of which is hereby acknowledged, transfers, sells, assigns and sets over unto Wolcott Investments, LLC, whose principal place of business is at 1437 Burr Oak Drive, Glenview, IL 60025 (hereinafter called "Assignee"), for the use and benefit of the holder or holders and owner or owners of the Note executed and delivered by Assignor's beneficiary, secured by a certain Mortgage made by Assignor to Assignee, dated April 13, 2020, and recorded in the Office of the Recorder of Deeds of Cook County, Illinois, and other collateral, any and all leases now in effect or that become in effect in the future, and all the rents, issues and profits now due or which may hereafter become due under and by virtue of any lease, whether written or oral, or by virtue of any agreement for the use or occupancy of any part of said premises, heretofore made or entered into by the undersigned or which shall hereafter be made or entered into by said Assignee under the power hereby granted, and all the rents, issues and profits now due or which may hereafter become due through the use and occupancy of any part of said premises in the absence of any agreement, either written or oral, in respect thereto, and does hereby irrevocably appoint said Assignee as true and lawful agent in his name and stead to collect all of said rents, issues and profits now due or which shall hereafter become due under the leases or agreements, written or oral, existing or which may hereafter exist for said premises, or any portion thereof; to use such measures, legal or equitable, as may be deemed proper or necessary to enforce the payment of such rents, issues or profits; to secure and maintain possession of said premises and to operate and manage said premises through such agent or agents as Assignee may designate; to rent, lease or let all or any portion of said premises to any party or parties at such rental and upon such terms as the said Assignee shall in its discretion determine, all without notice at any time hereafter to the undersigned, its successors and assigns.

The rents, issues and profits so received by said Assignee shall be applied in such order as it may determine, on account of the following:

1. Reasonable expenses and attorneys' fees incurred by said Assignee, in connection with the execution of this Agreement, or which may hereafter, from time to time, be so incurred in connection therewith.
2. Reasonable expenses incident to the management and operation of said premises,

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including attorney's fees and management commission, either to said Assignee, or such agent or agents as it may retain.

3. Taxes and assessments levied against said premises.

4. Interest, principal and other charges which shall, from time to time, become due under the terms of the Mortgage above-described and the Note secured thereby, without prejudice to the right of the Mortgagee or the holder or holders and owner or owners of the Note secured thereby to enforce any remedy or remedies which it or they may have by reason of the defaults now existing or which may hereafter, from time to time, exist under the terms of said Mortgage and the Note secured thereby.

The Assignee shall have the right and power to exercise this Assignment of Leases and Rents with or without notice to Assignor of a default under the Mortgage and/or Note as defined and provided therein. Notwithstanding anything herein contained to the contrary, it is expressly understood and agreed that this Assignment of Leases and Rents will not be exercised unless and until a default occurs under the terms of said Mortgage and/or said Note, which default shall remain uncured beyond any applicable grace period set forth in either the Mortgage or the Note. The rights and powers of the Assignee hereunder may be assigned by instrument in writing to any subsequent holder of the Note secured by said Mortgage, and such assignee and any successive assignees are hereby given the same rights and powers as the Assignee named herein.

The Assignor hereby agrees to save, defend, indemnify and hold harmless Assignee from and against any and all liability which may arise or has arisen with respect to the holding and refunding of any and all security deposits tendered by any and all tenants, whether under written or oral agreement, at the premises, unless the security deposits are specifically held and maintained by Assignee.

This instrument is executed by Old Second National Bank, a national banking association, of Aurora, Illinois, as Trustee under the provisions of a trust agreement dated the 23rd day of January, 2019, known as Trust No. 7923 in the exercise of the power and authority conferred upon and vested in it as such Trustee (and said Trustee hereby warrants that it possesses full power and authority to execute this instrument and the note secured hereby); and no personal liability shall exist or be asserted or enforceable against the said Trustee generally or in any capacity other than as Trustee as aforesaid, because or in respect of this instrument or the said note, and its liability as such Trustee shall be limited to and enforceable only out of the property described in this instrument, by enforcement of the lien hereof, and no duty shall rest upon said land trustee to sequester, hold or maintain as a continuing trust asset, any property now or hereafter held by it as Trustee as aforesaid, nor any of the income therefrom nor proceeds or avails of any sale or other disposition thereof.

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IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed on the 17 day of April, 2020.

This instrument is executed by THE OLD SECOND NATIONAL BANK of Aurora, Illinois, not personally but solely as Trustee, as aforesaid. All the covenants and conditions to be performed hereunder by THE OLD SECOND NATIONAL BANK are undertaken by it solely as Trustee, as aforesaid and not individually, and no personal liability shall be asserted or be enforceable against THE OLD SECOND NATIONAL BANK, by reason of any of the covenants, statements or representations contained in this instrument.

Old Second National Bank, a national banking association, of Aurora, Illinois, as Trustee under the provisions of a trust agreement dated the 23rd day of January, 2019, known as Trust No. 7923

By: Carolyn S. Swafford
Carolyn S. Swafford
Vice President & Trust Officer

State of Illinois)
 Kane) ss.
County of ~~LaSalle~~)

The undersigned, a Notary Public in and for said county, in the aforesaid State, does hereby certify that Carolyn S. Swafford, Vice Pres. & Trust Officer known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that s/he signed and delivered the said instrument as her/his own free and voluntary act, as authorized agent of Old Second National Bank, a national banking association, of Aurora, Illinois, as Trustee under the provisions of a trust agreement dated the 23rd day of January, 2019, known as Trust No. 7923, with the authority to so act, for the uses and purposes therein set forth.

Date: April 17, 2020

Lou Anne Feltes
Notary Public



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EXHIBIT A

Parcel 1:

Lots 1 and 2 in Hanns-Wade Resubdivision of Lot 7 and 8, except that part of the West 5.0 feet of Lot 7 and all that part of Lot 8 which lies South of the East and West 1/4 Section line of said Section 17 in the Subdivision of Lots 1 and 2 in Block 11 in Des Plaines Manor Tract No. 1, a subdivision of part of the West 1/2 of Section 17, Township 41 North, Range 12, East of the Third Principal Meridian, according to the Plat thereof filed November 25, 1975 as Document 2842845, in Cook County, Illinois.

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Parcel 3:

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