



00798730

*mailto:prep@...*

WEST SUBURBAN BANK  
711 S. WESTMORE AVENUE  
LOMBARD, IL 60148  
630-629-4200 (Lender)

*@ HADAWASA  
etc*

# BOX 333-CTI

## ASSIGNMENT OF RENTS

\*\*LASALLE BANK NATIONAL ASSOCIATION formerly known as

<b>GRANTOR</b>				<b>BORROWER</b>		
*LASALLE NATIONAL BANK, as Trustee, under Trust Agreement No. 33496 dated APRIL 5, 1965.				*LASALLE NATIONAL BANK, as Trustee, under Trust Agreement No. 33496 dated APRIL 5, 1965.		
<b>ADDRESS</b>				<b>ADDRESS</b>		
136 S. LASALLE ST CHICAGO, IL 60603				136 S. LASALLE ST CHICAGO, IL 60603		
<b>TELEPHONE NO.</b>		<b>IDENTIFICATION NO.</b>		<b>TELEPHONE NO.</b>		<b>IDENTIFICATION NO.</b>
<b>OFFICER INITIALS</b>	<b>INTEREST RATE</b>	<b>PRINCIPAL AMOUNT/ CREDIT LIMIT</b>	<b>FUNDING/ AGREEMENT DATE</b>	<b>MATURITY DATE</b>	<b>CUSTOMER NUMBER</b>	<b>LOAN NUMBER</b>
GOC	VARIABLE	\$100,000.00	07/22/00	07/22/05		33232

**1. ASSIGNMENT.** In consideration of the loan evidenced by the promissory note or credit agreement described above (the "Note"), Grantor absolutely assigns to Lender all of Grantor's interest in the leases and tenancy agreements (the "Leases") now or hereafter executed which relate to the real property described in Schedule A which is attached to this Agreement and incorporated herein by this reference and any improvements located thereon (the "Premises") including, but not limited to, the leases described on Schedule B attached hereto and incorporated herein by reference. This Assignment is to be broadly construed and shall encompass all rights, benefits and advantages to be derived by the Grantor from the Leases including, but not limited to all rents, issues, income and profits arising from the Leases and renewals thereof, and all security deposits paid under the Leases. This Assignment is an absolute assignment rather than an assignment for security purposes only.

**2. MODIFICATION OF LEASES.** Grantor grants to Lender the power and authority to modify the terms of any of the Leases and to surrender or terminate the Leases upon such terms as Lender may determine.

**3. COVENANTS OF GRANTOR.** Grantor covenants and agrees that Grantor will:

- a. Observe and perform all the obligations imposed upon the landlord under the Leases.
- b. Refrain from discounting any future rents or executing any future assignment of the Leases or collect any rents in advance without the written consent of Lender.
- c. Perform all necessary steps to maintain the security of the Leases for the benefit of Lender including, if requested, the periodic submission to Lender of reports and accounting information relating to the receipt of rental payments.
- d. Refrain from modifying or terminating any of the Leases without the written consent of Lender.
- e. Execute and deliver, at the request of Lender, any assurances and assignments with respect to the Leases as Lender may periodically require.

**4. REPRESENTATIONS OF GRANTOR.** Grantor represents and warrants to Lender that:

- a. The tenants under the Leases are current in all rent payments and are not in default under the terms of any of the Leases.
- b. Each of the Leases is valid and enforceable according to its terms, and there are no claims or defenses presently existing which could be asserted by any tenant under the Leases against Grantor or any assignee of Grantor.
- c. No rents or security deposits under any of the Leases have previously been assigned by Grantor to any party other than Lender.

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- d. Grantor has not accepted, and will not accept, rent in excess of one month in advance under any of the Leases.  
 e. Grantor has the power and authority to execute this Assignment.  
 f. Grantor has not performed any act or executed any instrument which might prevent Lender from collecting rents and taking any other action under this Assignment.

**5. GRANTOR MAY RECEIVE RENTS.** As long as there is no default under the Note described above, the Mortgage securing the Note, this Agreement or any other present or future obligation of Borrower or Grantor to Lender ("Obligations"), Grantor may collect all rents and profits from the Leases when due and may use such proceeds in Grantor's business operations. However, Lender may at any time require Grantor to deposit all rents and profits into an account maintained by Grantor or Lender at Lender's institution.

**6. DEFAULT AND REMEDIES.** Upon default in the payment of, or in the performance of, any of the Obligations, Lender may at its option take possession of the real property and the improvements and have, hold, manage, lease and operate the Premises on terms and for a period of time that Lender deems proper. Lender may proceed to collect and receive all rents, income and profits from the Premises, and Lender shall have full power to periodically make alterations, renovations, repairs or replacements to the Premises as Lender may deem proper. Lender may apply all rents, income and profits to the payment of the cost of such alterations, renovations, repairs and replacements and any expenses incident to taking and retaining possession of the real property and the management and operation of the real property. Lender may keep the Premises properly insured and may discharge any taxes, charges, claims, assessments and other liens which may accrue. The expense and cost of these actions may be paid from the rents, issues, income and profits received, and any unpaid amounts shall be secured by the Note and Mortgage. These amounts, together with attorneys' fees, legal expenses, and other costs, shall become part of the indebtedness secured by the Mortgage and for which this Assignment is given.

**7. POWER OF ATTORNEY.** Grantor irrevocably authorizes Lender as Grantor's attorney-in-fact coupled with an interest, at Lender's option, upon taking possession of the real property and improvements under this Assignment, to lease or re-lease the Premises or any part thereof, to cancel and modify Leases, evict tenants, bring or defend any suits in connection with the possession of the Premises in the name of either party, make repairs as Lender deems appropriate and perform such other acts in connection with the management and operation of the real property and improvements as Lender may deem proper. The receipt by Lender of any rents, income or profits under this Assignment after institution of foreclosure proceedings under the Mortgage shall not cure any default or affect such proceedings or sale which may be held as a result of such proceedings.

**8. BENEFICIAL INTEREST.** Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases by reason of this Assignment. Grantor hereby agrees to indemnify Lender and to hold Lender harmless from any and all liability, loss or damage which Lender may incur under the Leases by reason of this Assignment and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part to perform or discharge any of the terms or agreements contained in the Leases. Should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount of such loss, including costs, legal expenses, and reasonable attorneys' fees shall be secured by the Mortgage and for which this Assignment was given. Grantor agrees to reimburse Lender immediately upon demand for any such costs, and upon failure of Grantor to do so, Lender may accelerate and declare due all sums owed to Lender under any of the Obligations.

**9. NOTICE TO TENANTS:** A written demand by Lender to the tenants under the Leases for the payment of rents or written notice of any default claimed by Lender under the Leases shall be sufficient notice to the tenants to make future payments of rents directly to Lender and to cure any default under the Leases without the necessity of further consent by Grantor. Grantor hereby releases the tenants from any liability for any rents paid to Lender or any action taken by the tenants at the direction of Lender after such written notice has been given.

**10. INDEPENDENT RIGHTS.** This Assignment and the powers and rights granted are separate and independent from any obligation contained in the Mortgage and may be enforced without regard to whether Lender institutes foreclosure proceedings under the Mortgage. This Assignment is in addition to the Mortgage shall not affect, diminish or impair the Mortgage. However, the rights and authority granted in this Assignment may be exercised in conjunction with the Mortgage.

**11. MODIFICATION AND WAIVER.** The modification or waiver of any of Grantor's obligations or Lender's rights under this Agreement must be contained in a writing signed by Lender. Lender may perform any of Grantor's obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. Grantor's obligations under this Agreement shall not be affected if Lender amends, compromises, exchanges, fails to exercise, impairs or releases any of the obligations belonging to any Grantor or third party or any of its rights against any Grantor, third party or collateral. **Grantor waives any right to a jury trial which Grantor may have under applicable law.**

**12. RENEWAL OR EXTENSION OF MORTGAGE.** In the event the maturity date of the Note and Mortgage is extended because of a modification, renewal or extension of the secured indebtedness, this assignment shall be automatically extended to the new maturity or extension date and shall be enforceable against Grantor and Borrower on a continuous basis throughout all renewal and extension periods until such time as the underlying indebtedness has been retired and paid in full.

**13. NOTICES.** Any notice or other communication to be provided under this Agreement shall be in writing and sent to the parties at the addresses indicated in this Agreement or such other address as the parties may designate in writing from time to time.

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14. SEVERABILITY. If any provision of this Agreement violates the law or is unenforceable, the rest of the Agreement shall remain valid.

15. COLLECTION COSTS. If Lender hires an attorney to assist in collecting any amount due or enforcing any right or remedy under this Agreement, Grantor agrees to pay Lender's attorneys' fees, legal expenses and collection costs.

16. MISCELLANEOUS.

- a. A default by Grantor under the terms of any of the Lease which would entitle the tenant thereunder to cancel or terminate such Lease shall be deemed a default under this Assignment and under the Note and Mortgage so long as, in Lender's opinion, such default results in the impairment of Lender's security.
- b. A violation by Grantor of any of the covenants, representations or provisions contained in this Assignment shall be deemed a default under the terms of the Note and Mortgage.
- c. This Agreement shall be binding upon and inure to the benefit of Grantor and Lender and their respective successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees.
- d. This Agreement shall be governed by the laws of the state indicated in the address of the real property. Grantor consents to the jurisdiction and venue of any court located in the state indicated in the address of the real property in the event of any legal proceeding under this Agreement.
- e. This Agreement is executed for business purposes. All references to Grantor in this Agreement shall include all persons signing below. If there is more than one Grantor, their obligations shall be joint and several. This Agreement and any related documents represent the complete and integrated understanding between Grantor and Lender pertaining to the terms and conditions of those documents.

17. ADDITIONAL TERMS.

This Mortgage is executed by Trustee, not personally, but as Trustee and it is expressly understood that nothing contained herein shall be construed as creating any personal liability on Trustee, and any recovery shall be solely against and out of the Property; however, this waiver shall not affect the liability of any Borrower or guarantor of the Obligations.

GRANTOR ACKNOWLEDGES THAT GRANTOR HAS READ, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Dated: JULY 22, 2000 See Attached Exhibit "B" for Trustee's Exoneration Clause  
LASALLE BANK NATIONAL ASSOCIATION formerly known as  
GRANTOR: LASALLE NATIONAL BANK GRANTOR:  
as Trustee under Trust Agreement No. 33496

not personally, but as Trustee

GRANTOR:

By: Nancy A. Carlin  
Assistant Vice President

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

GRANTOR:

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State of \_\_\_\_\_ ) State of Illinois )  
County of \_\_\_\_\_ ) ss. County of Cook )

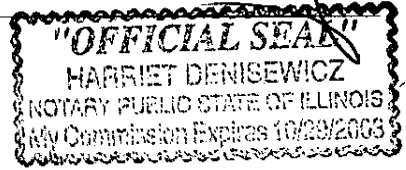
I, \_\_\_\_\_ a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_ personally known to me to be the same person whose name \_\_\_\_\_ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that \_\_\_\_\_ he \_\_\_\_\_ signed, sealed and delivered the said instrument as \_\_\_\_\_ free and voluntary act, for the uses and purposes herein set forth.

The foregoing instrument was acknowledged before me this August 14, 2000 by \_\_\_\_\_ Nancy A. Carlin \_\_\_\_\_ Assistant Vice President \_\_\_\_\_ on behalf of the LaSalle Bank National Association

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_ of \_\_\_\_\_ Notary Public  
Given under my hand and official seal, this 14th day of August 2000 of \_\_\_\_\_ Notary Public

Commission expires: \_\_\_\_\_ Commission expires: \_\_\_\_\_

**SCHEDULE A**



The street address of the Property (if applicable) is: 6602-6624 W. 111TH ST. WORTH, IL

Permanent Index No.(s): 24-28-409-014-0000, 24-28-409-015-0000, and 24-28-409-019-0000.

The legal description of the Property is:

SEE ATTACHMENT "A"

**SCHEDULE B**

This document was prepared by: AMELIA ALEXIS

After recording return to Lender.



EXHIBIT A  
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THAT PART OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING WESTERLY OF A LINE DESCRIBED AS FOLLOWS:: BEGINNING AT A POINT ON THE EAST LINE OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, SAID POINT BEING 143.07 FEET NORTH OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 OF SECTION 18 (SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF THE NORTHERN ILLINOIS TOLL ROAD AS MONUMENTED AND OCCUPIED BY A STEEL FENCE), THENCE NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A STRAIGHT LINE FORMING AN ANGLE OF 17 DEGREES, 56 MINUTES 30 SECONDS FROM NORTH TO NORTHWESTERLY WITH SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, A DISTANCE OF 428.57 FEET; THENCE CONTINUING NORTHWESTERLY ALONG SAID MONUMENTED LINE, BEING A CURVED LINE CONCAVE NORTHEASTERLY TANGENT TO LAST DESCRIBED COURSE AND HAVING A RADIUS OF 5854.58 FEET, A DISTANCE OF 802.12 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, SAID INTERSECTION BEING 326.17 FEET WEST OF THE NORTHEAST CORNER OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18; AND LYING SOUTH OF A LINE 334 FEET NORTH OF (AS MEASURED ON THE WEST LINE THEREOF) AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF THE SOUTH EAST 1/4 (EXCEPTING FROM SAID TRACT THAT PART THEREOF LYING WEST OF A LINE 693 FEET (AS MEASURED ON THE SOUTH LINE THEREOF) EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4 BUT EXCEPTING THEREFROM

THAT PART OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS::

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTH EAST 1/4 OF SAID SECTION 18; THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE SOUTH LINE OF SAID SOUTH EAST 1/4, 593.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00 DEGREES, 24 MINUTES, 17 SECONDS WEST PARALLEL WITH THE WEST LINE OF SAID SOUTH EAST 1/4, 50.00 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST 597.07 FEET TO THE EAST LINE OF THE SOUTH EAST 1/4 OF SAID SOUTH WEST 1/4; THENCE SOUTH 00 DEGREES, 21 MINUTES, 30 SECONDS EAST ALONG SAID EAST LINE, 50.04 FEET TO THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID SOUTH LINE, 597.02 FEET TO THE POINT OF BEGINNING (AND ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PART OF THE NORTH 284 FEET OF THE SOUTH 334 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 37 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS::

COMMENCING AT THE INTERSECTION OF A LINE 50.00 FEET NORTHERLY AND PARALLEL WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, (SAID LINE BEING THE NORTHERLY RIGHT OF WAY LINE 111TH STREET) WITH THE EAST LINE OF THE

SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, EAST OF THE THIRD PRINCIPAL MERIDIAN; SAID POINT BEING A CROSS CUT IN THE CONCRETE WALK FOR THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: THENCE NORTH ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, A DISTANCE OF 98.76 FEET TO AN IRON ROD FOUND IN THE REMAINS OF AN OLD FENCE LINE MONUMENTING THE WESTERLY RIGHT OF WAY LINE OF THE TOLWAY; THENCE NORTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY, BEING ALONG THE REMAINS OF AN OLD FENCE LINE FORMING AN ANGLE OF 18 DEGREES 08 MINUTES 21 SECONDS (17 DEGREES 56 MINUTES 30 SECONDS PREVIOUS SURVEY) COUNTERCLOCKWISE NORTH TO NORTHWEST FROM SAID EAST LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 195.03 FEET TO THE NORTH LINE OF THE SOUTH 334 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 18; THENCE WEST ALONG SAID NORTH LINE OF SAID SOUTH 334 FEET, BEING A LINE FORMING AN ANGLE OF 108 DEGREES 13 MINUTES 46 SECONDS CLOCKWISE SOUTHWEST TO WEST WITH SAID WESTERLY RIGHT OF WAY, A DISTANCE OF 68.54 FEET; THENCE SOUTH ALONG A LINE FORMING AN ANGLE OF 90 DEGREES 04 MINUTES 24 SECONDS CLOCKWISE EAST TO SOUTH WITH SAID NORTH LINE OF SAID 334 FEET, A DISTANCE OF 284.00 FEET (SAID LINE ALSO BEING ALONG THE CENTERLINE OF A COMMON WALL BETWEEN ADJOINING BUILDINGS) TO THE NORTHERLY RIGHT OF SAID 111TH STREET; THENCE EAST ALONG THE NORTHERLY RIGHT OF WAY OF SAID 111TH STREET, BEING A LINE FORMING A CLOCKWISE ANGLE NORTH TO EAST OF 89 DEGREES 53 MINUTES 36 SECONDS WITH THE LAST DESCRIBED COURSE (SAID LINE ALSO BEING THE NORTH LINE OF THE SOUTH 50 FEET OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18) A DISTANCE OF 130.24 FEET TO THE POINT OF BEGINNING

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RIDER ATTACHED TO AND MADE A PART OF ASSIGNMENT OF RENTS

DATED July 22, 2000 UNDER TRUST NO. 33496

This Assignment of Rents is executed by LaSalle Bank National Association, not personally but as trustee only. It is expressly understood and agreed by the parties hereto, anything contained therein to the contrary notwithstanding, that each and all of the promises, covenants, undertakings and agreements herein made are not intended as personal promises, covenants, undertakings and agreements of said trustee, nor as any admission that said trustee is entitled to any of the rents, issues, or profits under the said trust, it being understood by all parties hereto that said trustee at no time is entitled to receive any of the rents, issues or profits of or from said trust property. This Assignment of Rents is executed by LaSalle Bank National Association, as trustee, solely in the exercise of the authority conferred upon it as said trustee, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees, on account hereof, or on account of any promises, covenants, undertakings or agreement herein or in said Note contained, either expressed or implied, all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that LaSalle Bank National Association, individually or as trustee, shall have no obligation to see to the performance or nonperformance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. Trustee does not warrant, indemnify, defend title nor is it responsible for any environmental damage.