

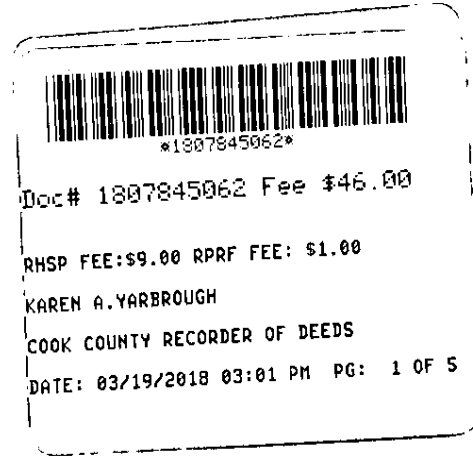
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THIS INSTRUMENT PREPARED BY:

First Midwest Equipment Finance Co.  
80 N. Gordon Street  
Elk Grove Village, IL 60007

AND AFTER RECORDING MAIL TO:

First Midwest Equipment Finance Co.  
80 N. Gordon Street  
Elk Grove Village, IL 60007



FOR RECORDERS USE ONLY

## ASSIGNMENT OF RENTS AND LEASES

27 THIS ASSIGNMENT OF RENTS AND LEASES (the "Assignment"), is made as of this day of February 2018 by CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TRUSTEE U/T/A DATED JUNE 4, 1974 AND KNOWN AS TRUST# 141, whose address is 10 S. LaSalle Street, Chicago, IL 60601 (the "Assignor") to First Midwest Equipment Finance Co., an Illinois Corporation (together with its successors and assigns) (the "Assignee") whose address is 80 N. Gordon St. Elk Grove Village, IL.

WHEREAS, Assignor executed that certain Mortgage of event date herewith to secure the indebtedness pursuant to the Loan Documents, as described therein;

WHEREAS, any capitalized terms not specifically defined herein shall have the same meaning as in the Mortgage;

NOW, THEREFORE, Assignor, to further secure the repayment of under the Loan Documents, does hereby assign, transfer and set over unto Assignee all of the rents, issues, profits and income whatsoever arising from or which may be had under any leases or tenancies now existing or which may hereafter be created on that certain parcel of real property situated in Cook County, Illinois, to wit:

Commonly known as: 4845 West 111th St., Alsip, IL 60803  
Permanent Index Numbers: 24-21-200-030-0000; 24-21-200-031-0000 and  
24-21-200-020-0000  
Legally described as: See "Exhibit A"

which, with the property hereinafter described, is referred to herein as the "Premises."

In consideration of the extension of credit as described in the Loan Documents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby covenant and agree as follows:

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1. **COLLECTION OF RENTS.** So long as there exists no Event of Default as described in the Mortgage, Assignor shall have the right to collect, but not more than thirty (30) days in advance of the date due, all rents, issues and profits from the Premises and to retain the full use and enjoyment of same.

2. **PAYMENT IN FULL.** Upon full payment of the Indebtedness Hereby Secured as evidenced by the recording of a filing or recording of an instrument of satisfaction or full release of the Mortgage without the recording of another Mortgage or Trust Deed in favor of Assignee affecting the Premises, this Assignment shall be null and void and of no force and effect.

3. **PERFORMANCE BY ASSIGNOR.** Assignor shall: (i) fulfill or perform each and every condition and covenant of any leases to be performed by Assignor, as Lessor; (ii) enforce the tenants' obligations under all leases; (iii) give Assignee prompt notice of any notice of default actually received by it from Lessee alleging a default under the terms of any lease, together with a complete copy of any such notice; (iv) not modify, nor in any way alter or extend the terms of a lease existing as of the date of this Assignment, or enter into any lease with respect to the Premises after the date of this Assignment; (v) not terminate the term of any lease nor accept a surrender thereof unless required to do so by the terms of the lease; (vi) not anticipate the rents thereunder for more than thirty (30) days prior to accrual; and (vii) not waive nor release any lessee from any obligations or conditions to be performed by lessee without first receiving the prior written consent of Assignee.

4. **RIGHTS ASSIGNED.** The rights assigned hereunder include all of Assignor's right and power to make, modify, terminate the term or accept the surrender of the premises under any lease, or to accept the payment of rents for more than thirty (30) days prior to the accrual thereof, each without first receiving the prior written consent of Assignor.

5. **DEFENSE OF ACTIONS.** Assignor shall, at its sole cost and expense, appear in and defend any action growing out of or in any manner connected with any lease or the obligations or liabilities of Assignor, as lessor, brought by any lessee, or any person claiming rights thereunder.

6. **RIGHTS OF ASSIGNEE.** Should any payment as required under the Loan Document go unpaid, or if Assignor fails to do any act as required under this Assignment or under the Mortgage, Assignee may, but without obligation to do so and with reasonable notice or demand to Assignor, and without releasing Assignor from any obligation under either this Assignment, the Mortgage or the Loan Documents, make or do the same, including specifically, without limiting its general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Assignee, and performing any obligation as lessor under any lease, and in exercising such powers pay necessary costs and expenses, employ legal counsel and thereby incur attorneys' fees. Assignor shall pay immediately upon demand from Assignee all such sums expended by Assignee under the authority hereof, together with interest thereon at the rate equal to the default rate prescribed in the Loan Documents.

7. **ACCELERATION.** In addition to the rights of Assignee to accelerate the Indebtedness Hereby Secured after an Event of a Default by which is not cured within the time

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provided under the terms of the Loan Document or Mortgage, if any, Assignee shall have the right to declare Assignor to be in default hereunder in the event that Assignor either, (i) fails to observe the affirmative covenants of Section three (3) of this Assignment, or (ii) exercises of any rights assigned hereunder as set forth in Section four (4) of this Assignment, and fails, after reasonable notice ("Notice") to Assignor, to cure the default with in the time specified in the Notice as established by the Mortgage and Loan Documents.

8. **REMEDIES OF ASSIGNEE.** Upon the occurrence of an Event of Default as prescribed herein, or under the Mortgage, Assignee, at its option and without regard to the adequacy of other security for the indebtedness secured hereby, either in person or by an agent, whether in conjunction with the filing or prosecution of any action to enforce the Loan Documents or Mortgage, may demand rent from Assignor. Additionally, Assignee may become a mortgagee in possession or have a receiver appointed and operate the Premises and collect and receive all rents due under any leases, including those past due and unpaid, and apply the same, less costs of collection, to the indebtedness secured hereby; make, enforce, modify and accept the surrender of leases; obtain and evict tenants; fix or modify rents, and do any acts which Assignee, in its sole discretion and judgment, deems appropriate to protect the security hereof until all indebtedness secured hereby is paid in full. No action taken by Assignee hereunder, shall cure or waive any default or waive, modify, or affect any notice of default made under the Mortgage or Loan Documents, or invalidate any act done pursuant to such notice.

9. **WARRANTIES OF ASSIGNOR.** Assignor warrants and represents to Assignee that:

(a) Assignor has not executed any prior Assignment, or other document which in effect, assigns any of the rights assigned hereunder;

(b) Assignor has not done anything, or knowingly permitted anything to be done, to impair the value and security of any of the leases or to encumber or assign any existing or future lease or rents or which might prevent, or limit, Assignee from exercising its rights hereunder;

(c) Assignor has not done any act which would result in the anticipation, waiver, release, discount, set off, or compromise of any rents;

(d) Assignor has not accepted any rents, or made any concessions of rent, under any lease for an effective period of more than thirty (30) days from the date of the accrual;

(e) Any and all leases represented by Assignor to exist as of the date of this Assignment with respect to the Premises, are in full force and effect, bona fide, and there exists no default by any lessee thereunder; and,

10. **INDEMNIFICATION** Assignee shall not be obligated to perform or discharge any obligation under any lease, or under or by reason of this Assignment, and Assignor hereby agrees to indemnify, protect and save Assignee harmless from and against any and all liability, loss, claims or damages which it may or might incur under any lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any terms of any lease. Should

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*Handwritten initials*

Assignee incur any such liability, loss or damage under any lease, or under or by reason of this Assignment, or in defense of any claim or demand, the amount thereof, including reasonable attorney's fees, court costs, and related expenses, including those of a consultant or agent with respect to the management of the Premises, Assignor shall, upon demand, reimburse Assignee for any and all such expenses, together with interest thereon at the rate equal to the default rate in the Loan Documents, which amount, until paid, shall be deemed to be an addition to the Indebtedness Hereby Secured.

11. **ASSIGNMENT BINDING ON SUCCESSORS AND ASSIGNS** This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall bind the Assignor's legal representatives, successors and assigns.

IN WITNESS WHEREOF Assignor has executed this Assignment of Rents as of the date written above in Cook County, Illinois.

**ASSIGNOR:**

Chicago Title Land Trust Company, Successor Trustee to Fifth Third Bank (Successor to Old Kent Bank and First National Bank of Evergreen Park, and Oak Lawn Trust and Savings Bank) under a Trust Agreement dated June 4, 1974 and known as Trust No. 141

By: *Linda Lee Lutz*  
Name: Linda Lee Lutz  
Its: ASST. VICE PRESIDENT

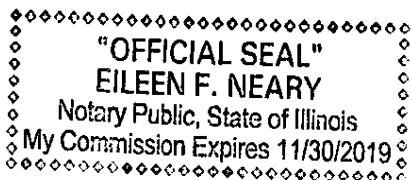


This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, the undersigned, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that ~~Linda Lee Lutz ASST. VICE PRESIDENT~~ ~~CHICAGO TITLE LAND TRUST COMPANY~~ appeared before me this day and acknowledge that he/she executed the foregoing Assignment as a free and voluntary act for Chicago Title Land Trust Company, Successor Trustee to Fifth Third Bank (Successor to Old Kent Bank and First National Bank of Evergreen Park, and Oak Lawn Trust and Savings Bank) under a Trust Agreement dated June 4, 1974 and known as Trust No. 141 and for the uses and purposes set forth therein. Given under my hand and official seal, this 13 day of March 2018

*[Signature]*  
Notary Public



**UNOFFICIAL COPY****Exhibit "A"**  
Legal Description**PARCEL 1:**

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE WEST 20 ACRES OF SAID EAST 1/2 OF THE NORTHEAST 1/4 (SAID EAST LINE OF THE WEST 20 ACRES BEING THE EAST LINE OF ROBERT

BARTLETT'S 111TH STREET GARDEN HOMESITES, RECORDED NOVEMBER 8, 1944 AS DOCUMENT 23392200 IN COOK COUNTY, ILLINOIS) WITH THE NORTH LINE OF SAID NORTHEAST 1/4; THENCE EAST ALONG SAID NORTH LINE A DISTANCE OF 115.0 FEET; THENCE SOUTH ALONG A LINE 116.0 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 20 ACRES A DISTANCE OF 363.6 FEET FOR A POINT OF BEGINNING; THENCE CONTINUING SOUTH ALONG SAID PARALLEL LINE A DISTANCE OF 170.0 FEET; THENCE EAST ALONG A LINE

533.8 FEET SOUTH OF AND PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 75.0 FEET; THENCE NORTH ALONG A LINE 180.00 FEET EAST OF AND PARALLEL WITH THE EAST LINE OF SAID WEST 20 ACRES A DISTANCE OF 170.0 FEET; THENCE WEST ALONG A LINE 363.8 FEET SOUTH OF AND

PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4 A DISTANCE OF 75.0 FEET TO THE POINT OF BEGINNING,

ALSO

THE NORTH 236.0 FEET OF THE SOUTH 300.0 FEET OF THAT PART OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF THE EAST RIGHT OF WAY LINE OF COMMONWEALTH EDISON

COMPANY DESCRIBED IN DEED DATED SEPTEMBER 24, 1958 AND RECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS, SEPTEMBER 24, 1958 AS DOCUMENT 17329531, AND WEST OF THE EAST LINE OF SAID NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4,

ALSO

THE NORTH 236.0 FEET OF THE SOUTH 300.0 FEET OF THE WEST 300.0 FEET OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE

THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT GRANT MADE BY MARQUETTE NATIONAL BANK, UTA OCTOBER 3, 1963 KNOWN AS TRUST NUMBER 2543 TO SERIES FIVE CORPORATION, CORPORATION OF ILLINOIS, DATED FEBRUARY 8, 1973 AND RECORDED MARCH 23, 1973 AS DOCUMENT 22260371 FOR INGRESS AND EGRESS, IN COOK COUNTY, ILLINOIS.

24-21-200-020, 24-21-200-030 AND 24-21-200-031