

(TESTED)

L-42035-C5

LAND TITLE COMPANY OF AMERICA, INC.

COLLATERAL ASSIGNMENT OF RENTS AND LEASES

LYONS SAVINGS AND LOAN ASSOCIATION, ASSIGNEE
 LA SALLE NATIONAL BANK, NOT PERSONALLY, BUT AS TRUSTEE UNDER
 TRUST AGREEMENT DATED NOVEMBER 5, 1985 AND KNOWN AS
 TRUST 110517, ASSIGNOR

85288263

COLLATERAL ASSIGNMENT SECURING \$940,000.00 NOTE
 EFFECTIVE AS OF NOVEMBER 15, 1985



THIS DOCUMENT PREPARED BY AND UPON RECORDING IS TO BE RETURNED TO:

GUERARD & DRENK, LTD.
100 WEST ROOSEVELT ROAD, A-1
WHEATON, ILLINOIS 60187

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

8 5 2 8 3 2 6 3

ASSIGNMENT OF RENTS & LEASES

TABLE OF CONTENTS

(This table of contents is not part of the Assignment and is only for convenience and reference)

Section

- 1.1 Assignment of Right, Title and Interest
- 2.1 Purpose
 - (a) Secure payment of Note
 - (b) Secure payment of sums under mortgage/ other security instruments
 - (c) Secure performance of terms under Note, Mortgage, other instruments
- 3.1 Assignors Covenants & Agreements
 - (a) Assignee Totality of Rights
 - (b) Validity/Enforceability of existing Leases
 - (c) No other Leases exist
 - (d) Consent to Lease Alterations
 - (e) No Present Defaults
 - (f) Notice to Assignee
 - (g) Effect of Merger
 - (h) Subordination of Leases
- 4.1 Further Agreements
 - (a) Collateral Assignment
 - (b) Rights of Assignee upon Default
 - (c) Power of Attorney
 - (d) Power of Enforcement of Remedies
 - (e) No waiver
- 5.1 Cumulative Rights and Remedies of Assignee
- 6.1 Severability Clause
- 7.1 Notice
- 8.1 Heirs, Representatives, Successor, Assigns and Gender
- 9.1 Written Modification, Amendments, Waivers

Legal Description
Schedule of Leases
Acknowledgement

85288263

UNOFFICIAL COPY

8 5 2 8 0 2 6 3

ASSIGNMENT OF RENTS AND LEASES

85288263

THIS ASSIGNMENT, made this 15 day of November, 1985, is by and between LaSalle National Bank, not personally but as Trustee under Trust Agreement dated November 5, 1985 and known as Trust 110517 whose address is 135 S. LaSalle, Chicago, Illinois 60690 (hereinafter referred to as "Borrower" and/or "Assignor"), and Lyons Savings and Loan Association, whose address is 911 Elm, Hinsdale, Illinois (hereinafter referred to as the "Assignee").

2.1 Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, transfer, assign, convey, set over and deliver unto Assignee all right, title and interest of the Borrower in, to and under all leases together with any and all future leases hereinafter entered into by any lessor affecting the subject property commonly known as 1049 W. Oakdale, Chicago, Illinois and legally described in Exhibit "A" attached hereto and made a part hereof, and all guaranties, amendments, extensions and renewals of said leases and any of them, all of which are hereinafter called the "Leases", and all rents, income and profits which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the subject property.

2.1 This Assignment is made for the purpose of securing:

2.1(a) The payment of the indebtedness (including any extensions or renewals thereof) evidenced by a certain Note of Borrower of even date herewith in the principal sum of NINE HUNDRED FORTY THOUSAND AND NO/100 (\$940,000.00) DOLLARS (hereinafter referred to as the "Note") and secured by a certain Mortgage (hereinafter referred to as the "Mortgage") of even date herewith encumbering the subject property; and

2.1(b) The payment of all other sums with interest thereon becoming due and payable to Assignee under the provisions of the Mortgage and any other instrument constituting security for the Note; and

2.1(c) The performance and discharge of each and every term, covenant and condition of Borrower contained in the Note, Mortgage and any other instrument constituting security for the Note.

3.1 Assignor covenants and agrees with Assignee as follows:

85288263

UNOFFICIAL COPY

[Faint, illegible text]

Property of Cook County Clerk's Office

(00,000,000) DE 1507 000 000 000 000 000
1507 000 000 000 000 000

UNOFFICIAL COPY

8 5 2 0 3 2 6 3

3.1(a) The sole ownership of the entire Lessor's interest in the leases is vested in Borrower, and that Borrower has not, and shall not, perform any acts or execute any other instruments which might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of this Assignment.

3.1(b) Those Leases listed on the Schedule of Leases (attached hereto as Exhibit "B" and expressly made a part hereof) are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, cancelled, renewed or surrendered nor have any of the terms and conditions thereof been waived in any manner whatsoever except as approved in writing by Assignee.

3.1(c) There are no leases of the subject property except those listed on the Schedule of Leases.

3.1(d) None of the Leases shall be materially altered, modified, amended, terminated, cancelled or surrendered nor any term or condition thereof be waived without the prior written approval of the Assignee.

3.1(e) There are no defaults now existing under any of the Leases and there exists no state of facts which, with the giving of notice or lapse of time or both, would constitute a default under any of the Leases.

3.1(f) Assignor shall give prompt notice to Assignee of any notice received by Borrower claiming that a default has occurred under any of the Leases on the part of the Borrower, together with a complete copy of any such notice.

3.1(g) Each of the Leases shall remain in full force and effect irrespective of any merger of the interest of lessor and any lessee under any of the Leases.

3.1(h) Assignor will not permit any Lease to come before the Mortgage and shall subordinate all leases to the lien of the Mortgage.

4.1 The parties further agree as follows:

4.1(a) This Assignment is absolute and is effective immediately. Notwithstanding the foregoing, until notice is sent to the Assignor in writing that a default has occurred, and has not been cured, under the terms and conditions of the Note or any other instrument constituting additional security for the Note (which notice is hereafter called the "Notice"), Assignor may receive, collect and enjoy the rents, income and profits accruing from the subject property.

55288263

UNOFFICIAL COPY

8 5 2 0 0 2 6 3

4.1(b) In the event of any default at any time in the Note, Mortgage or any other instrument constituting additional security for the Note, Assignee may, at its option after service of a Notice, receive and collect all such rents, income and profits as they become due, from the subject property and under any and all Leases of all or any part of the subject property. Assignee shall thereafter continue to receive and collect all such rents, income and profits, as long as such default or defaults shall exist, and during the pendency of any foreclosure proceedings, and if there is a deficiency, during any redemption period.

4.1(c) Borrower hereby irrevocably appoints Assignee its true and lawful attorney with full power of substitution and with full power for Assignee in its own name and capacity or in the name and capacity of Assignor, from and after the service of the Notice of any default not having been cured, to demand, collect, receive and give complete acquittances for any and all rents, income and profits accruing from the subject property, and at Assignee's discretion to file any claim or take any other action or proceeding and make any settlement of any claims, in its own name or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of the rents, income and profits. Lessors of the subject property are hereby expressly authorized and directed to pay any and all amounts due Borrower pursuant to the Leases directly to Assignee or such nominee as Assignee may designate in writing delivered to and received by such lessors who are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made.

4.1(d) From and after service of the Notice of any default that has not been cured, Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment and to collect the rents, income and profits assigned hereunder, including the right of Assignee or its designee to enter upon the subject property, or any part thereof, with or without force and with or without process of law, and take possession of all or any part of the subject property together with all personal property, fixtures, documents, books, records, papers and accounts of Assignor relating thereto, and may exclude the Assignor, its agents and servants, wholly therefrom. Assignor hereby grants full power and authority to Assignee to exercise all rights, privileges and powers herein granted at any and all times after service of the Notice of any default that has not been cured, without further notice to Assignor, with full power to use and apply all of the rents and other income herein assigned to the payment of the costs of managing and

85288263

UNOFFICIAL COPY

8 5 2 8 8 2 6 3

operating the subject property and of any indebtedness or liability of Borrower to Assignee, including but not limited to the payment of taxes, special assessments, insurance premiums, damage claims, the costs of maintaining, repairing, rebuilding and restoring the improvements on the subject property or of making the same rentable, attorneys' fees incurred in connection with the enforcement of this Assignment, and of principal and interest payments due from Borrower to Assignee on the Note and the Mortgage, all in such order as Assignee may determine according to provisions of the Security Documents executed herewith. Assignee shall be under no obligation to exercise or prosecute any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or growing out of the covenants and agreements of Assignor in the Leases. It is further understood that this Assignment shall not operate to place responsibility for the control, care, management or repair of the subject property, or parts thereof, upon Assignee, nor shall it operate to make Assignee liable for the performance of any of the terms and conditions of any of the Leases, or for any waste of the subject property by any lessee under any of the Leases or any other person, or for any dangerous or defective condition of the subject property or for any negligence in the management, upkeep, repair or control of the subject property resulting in loss or injury or death to any lessee, licensee, employee or stranger.

4.1(e) Waiver of or acquiescence by Assignee in any default by the Assignor, or failure of the Assignee to insist upon strict performance by the Assignor of any covenants, conditions or agreements in this Assignment, shall not constitute a waiver of any subsequent or other default or failure, whether similar or dissimilar.

5.1 The rights and remedies of Assignee under this Assignment are cumulative and are not in lieu of, but are in addition to any other rights or remedies which Assignee shall have under the Note or any other instrument constituting security for the Note, or at law or in equity.

6.1 If any term 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 to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Assignment shall be valid and enforceable to the fullest extent permitted by law.

7.1 All Notices to be given pursuant to this Assignment shall be sufficient and shall be deemed served if

85288263

UNOFFICIAL COPY

8 5 2 8 8 2 6 3

mailed postage prepaid, certified or registered mail, return receipt requested, to the addresses of the parties hereto as delineated below, or to such other address as a party may request in writing. Any time period provided in the giving of any Notice hereunder shall commence upon the date such Notice is deposited in the mail.

IF TO ASSIGNEE: Lyons Savings & Loan Association
911 Elm Street
Hinsdale, Illinois 60521
ATTN: William E. Hale, Esq.

COPY TO: Guerard & Drenk, Ltd.
100 West Roosevelt Road, A-1
Wheaton, Illinois 60187
ATTN: Richard M. Guerard, Esq.

IF TO ASSIGNOR: LaSalle National Bank
Trust 110517
135 S. LaSalle Street
Chicago, IL 60690
ATTN: Land Trust Dept.

COPY TO: Joseph Palmisano, Esq.
222 W. Adams
Suite 257
Chicago, IL 60606

8.1 The term "Assignor", "Assignee", and "Borrower" shall be construed to include the heirs, personal representatives, successors and assigns thereof. The gender and number used in this Assignment are used as a reference term only and shall apply with the same effect whether the parties are of the masculine or feminine gender, corporate or other form, and the singular shall likewise include the plural.

9.1 This Assignment may not be amended, modified or changed nor shall any waiver of any provision hereof be effective as against Assignee, except only by an instrument in writing and signed by the party against whom enforcement of any waiver, amendment, change, modification or discharge is sought.

THIS ASSIGNMENT is executed by Borrower, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it, as such Trustee (and each of the undersigned hereby warrants that each possess full power and authority to execute this

85288263

UNOFFICIAL COPY

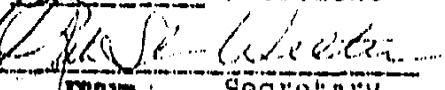
8 5 2 8 3 2 6 3

instrument), and it is expressly understood and agreed that nothing herein contained shall be construed as creating liability on Borrower, LaSalle National Bank personally to perform any covenant either expressed or implied herein contained, all such liability, if any being expressly waived by every person now or hereafter claiming any right or security hereunder.

IN WITNESS WHEREOF, the said Assignor has caused this instrument to be signed and sealed as of the date first above written.

LA SALLE NATIONAL BANK, not personally but as Trustee under Trust Agreement dated November 5, 1985, and known as Trust 110517

BY: 
Its: ROBERT VIOR President

ATTEST: 
Its: ROBERT VIOR Secretary

CORPORATE
SEAL

687:CMN:110885

Property of Cook County Clerk's Office

85288263

UNOFFICIAL COPY

8 5 2 8 8 2 6 3

STATE OF ILLINOIS)
) SS
COUNTY OF COOK

I, Alicia Yanez a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. CLARK Assistant Vice President of LA SALLE NATIONAL BANK, and RITA SLIMM WELTER Assistant Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Assistant Vice President and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth; and said Assistant Secretary did also then and there acknowledge that he, as custodian of the Corporate Seal of said Bank, did affix said corporate seal of said Bank to 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 15th day of November,
A.D. 1985

Alicia Yanez
Notary Public

My Commission Expires: August 9, 1989

85288263

UNOFFICIAL COPY

8 5 2 8 8 2 6 3

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 4 IN HOTTINGER & WAGNER'S RESUBDIVISION OF PART OF BLOCK 1 IN THE SUBDIVISION OF OUTLOT 6 IN CANAL TRUSTEE'S SUBDIVISION OF THE EAST 1/2 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. 14-29-220-002^{80.}
1049 WEST OAKDALE
CHICAGO, ILLINOIS

Property of Cook County Clerk's Office

85288263

UNOFFICIAL COPY

8 5 2358003 2 6 3

1049 OAKDALE
UNITS TENANT

NAME

Gross Rent

LEASE
END

REMARKS

UNIT	TENANT	NAME	Gross Rent	LEASE END	REMARKS
101	HAROLD	HAROLD	\$505	07/31/86	
102	DOGGETT	DOGGETT	550	08/31/86	
103	EBINGE	EBINGER	385	04/30/86	
105	POLZER	POLZER	410	09/30/86	
106	BASS	BASS	410	07/31/86	
201	VALDIVIA	VALDIVIA, LUCKETT	495	06/30/86	
202	BRENNAN	BRENNAN	275	MO/MO	
203	REID	REID	395	06/30/86	
204	SHREVE	SHREVE	425	07/31/86	
205	WEBBER	WEBBER	385	08/30/86	
206	KROETE	KROETE			MOVED OUT 10/31/85
207	BUCKEN	BUCKENBERGER	410	07/31/86	
208	HERNAN	HERNANDEZ	400	07/31/86	
209	JOHNS	JOHNSON	390	07/31/86	
210	CRUMPT	CRUMPTON	395	06/30/86	
211	MCLAIN	MCLAIN	430	07/31/86	
212	SCHWEIG	SCHWEIGHART	385	07/31/86	
214	FLYNN	FLYNN	425	06/31/86	
301	TURNER	TURNER	470	06/30/86	
302	NAPONI	NAPONIELLO	395	06/30/86	
303	BRYANT	BRYANT			MOVED OUT 10/31/85
303	SPORLE	SPORLEIN	395		MOVE IN 11/16/85
304	BOROSE	BOROSZ	390	06/30/86	
305	COLBER	COLBERT	385	07/31/86	
306	MUELLE	MUELLER	395	07/31/86	
307	GONZALE	GONZALES			MOVED OUT 10/31/85
308	WELSH	WELSH	410	07/31/86	
309	MIRKA	MIRKA	420	08/31/86	
310	GETTY	GETTY	400	06/30/86	
311	HYMAN	HYMAN	410	09/30/86	
312	PARKE	PARKER	385	08/31/86	
401	ELDRED	ELDREDGE			MOVED OUT 11/01/85
401	NEUBAU	NEUBAUS	510	10/31/86	
402	RYAN	RYAN	400	06/31/86	
403	BRIDGE	BRIDGEN	410	05/31/86	
404	KRITT	KRITT	395	05/30/86	
405	BRAND	BRAND	385	08/31/86	
406	ADAMSE	ADAMS	395	06/30/86	
407	LUTHER	LUTHER	395	06/30/86	
408	PETERS	PETERSCHMIDT	430	07/31/86	
410	STEWAR	STEWART	395	06/30/86	
411	LEBLAN	LEBLANO	430	07/31/86	
412	PORTER	PORTER	385	07/31/86	
414	GERN	GERN	425	08/31/86	

85288263

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01 RECORDING
12222 FROM 0246 11/19/85 14.03.80
#2133 * S * 85-288263

521.68

85-288263

Mail

21.0